

DETAILED AGENDA

May 20, 2025

I. Call to Order

II. Swearing In of New Board Member - Mr. Josh Gammon

III. Roll Call

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

III. Approval and Signing of Minutes

The "Record of Proceedings" for the regular meeting held on March 18, 2025 were found to be correct.

_____ made and _____ seconded a motion approving same. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

IV. Approval and Signing of the March, 2025 and April, 2025 Expenditure and Payroll Reports.

_____ made and _____ seconded a motion to approve the expenditure and payroll reports for March and April, 2025. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

V. General Information

- A. Upcoming Events, Retirements, New Hires
 - a. Mrs. Carrie Torka- Children’s SSA, Date of hire May 12, 2025
 - b. Preschool Graduation is May 22nd at 10:00 AM and 1:30 PM
 - c. Former employee Loretta Williams passed away on May 2, 2025
- B. SSA Director’s Report (Appendix 25-5-01)
- C. Monthly MUI Summary (Appendix 25-5-02)
- D. Monthly EI Summary (Appendix 25-5-03)
- E. Superintendent’s Report (Appendix 25-5-04) ADD in Loretta’s passing

VI. Old Business
None

VII. New Business

A. Policy Updates (Appendix 25-5-05)

We are required to update policies annually. We give several each quarter to review. This quarter the policies are SSA (SSA-1, SSA-2), Adult Services (AS-1, AS-4, AS-5) Behavior Support (BS-1), Employment First, and EI -3 Exit Policy. We have also updated Personnel Policy P-6 Benefits and Leave again. We were recently asked some questions by the Auditor’s office for which we did not have a clear answer in policy. This update creates those answers.

_____ made and _____ seconded a motion to approve policies SSA-1, SSA-2, AS-1, AS-4, AS-1, BS-5, EI-3 and P-6 as attached . Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

B. Accounts Payable Update

We have been working hard to address the timeliness of bills and evaluating the entire process. Bills are being dropped off the day before they are due. Issues with late payments were being exacerbated by the late arrival of the paper bill itself. We have now signed up online for electronic email delivery of bills. In some cases we are receiving the bill 11 days earlier than we were before. Joanne has been trained in payroll processes as a backup for Amy. Kari now has access to our financial software and is creating processes for its use.

C. ATR (All Temp Refrigeration, Inc.) (Appendix 25-5-06)

ATR has completed the new chiller installation. The chiller was generously paid for by the county commissioners since they own the building. Through the process we learned that ATR offers a maintenance contract that is less expensive than our current contract and offers additional services. Our current HVAC maintenance contract is with Speer Mechanical for \$12,392 per year, but expires November 1, 2025. Attached is the proposed Planned Maintenance Contract from ATR. The quote is for \$10,980 per year plus an additional \$1,200 for Remote Monitoring which we do not currently have with Speer Mechanical. Remote Monitoring allows for troubleshooting and responding to alarms, monitoring of the building automation system, software updates, backups and training. I am recommending we enter into this contract with ATR for Planned Maintenance and Remote Monitoring not to exceed \$12,180 per year.

_____ made and _____ seconded a motion to enter into a Planned Maintenance Contract with ATR, Inc. not to exceed \$12,180 per year. Upon the roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

C. Additional Early Intervention DS/OT Therapist (Appendix 25-5-07)

Our numbers are increasing in Early Intervention. Mrs. Stephanie Trachsel, EI Manager, will share information about current caseloads. Based on Stephanie's numbers, I am recommending that we add a full time Occupational Therapist for Early Intervention. Mrs. Sandra Ray, our current OT at SKS has been helping out when possible, but we need more time than she can give currently. One of the areas driving the need for increased time is the Evaluation and Assessment process. DoDD is sending additional money to counties to help cover the cost of Evaluation and Assessment for EI Services. I believe we will be able to cover the cost of these additional hours by billing for our Assessment and Evaluation time.

_____ made and _____ seconded a motion to hire a full time Occupational Therapist for Early Intervention. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____

Mrs. Priscilla Rushing _____

D. School Age

Dr. Amy McGuffey will attend virtually to share our current status and our plans for next year (new teacher, new aide, new supervisor-again).

E. Board Training - Succession Planning (Mr. John Trunk - OACB)

Mr. Trunk will share information about board member roles and responsibilities, succession planning, and other related topics.

F. Summer Program and Budget Increase (Appendix 25-5-08)

We are prepared to offer a summer program again this year. We have not identified or received grant funds at this time to help with the cost of the program. We submitted a grant for \$10,000 last week and should know by the middle of June. Without additional funds, we can run the summer program for just under \$30,000. This will be a three week program for about 20 students. This is not in our current budget. The budget for the summer program is attached.

_____ made and _____ seconded a motion to increase the contract line in the amount of \$30,000 to pay contractors to work the program. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillla Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

G. Special Olympics Update

Lenora Prichard will give an update on the 24-25 season and share new sports and plans for next year.

VIII. Comments from Guests

IX. Enter Executive Session

A. Enter into Executive Session

_____ made and _____ seconded a motion to enter into executive session at _____ pm for the purpose outlined in ORC 121.22 (G)(1) "To consider the compensation of a public employee..." Upon roll call, the

vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

B. Exit Executive Session

_____ made and _____ seconded a motion to exit executive session at _____ pm. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

C. Approval of Special Olympics Coordinator Contract

_____ made and _____ seconded a motion to approve the Special Olympics Coordinator contract as attached. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

X. Adjournment

_____ moved and _____ seconded a motion to adjourn. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood _____	Mr. Josh Gammon _____
Mrs. Jennifer Musson _____	Mrs. Diane Smith _____
Mrs. Antwillia Davis _____	Mrs. Katie Fitzgerald _____
Mrs. Priscilla Rushing _____	

Record of Proceedings
March 18, 2025

Guests: Mr. Andy Diller, Mr. Josh Gammon, Mrs. LeNora Prichard, Mrs. Ciera Badertscher and Commissioner, Fred Rush

I. Call to Order - 6:05 PM

II. Roll Call

Mr. Mike Hood	Present	Vacant	_____
Mrs. Jennifer Musson	Present	Mrs. Diane Smith	Present
Mrs. Antwillla Davis	Present	Mrs. Katie Fitzgerald	Present
Mrs. Priscilla Rushing	Absent		

III. Approval and Signing of Minutes

The "Record of Proceedings" for the regular meeting held on February 18 , 2025 were found to be correct.

Mrs. Diane Smith made and Mr. Mike Hood seconded a motion approving same. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

IV. Approval and Signing of the February, 2025 Expenditure and Payroll Reports.

Mrs. Jennifer Musson made and Mrs. Antwillla Davis seconded a motion to approve the expenditure and payroll reports for February, 2025. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

V. General Information

A. Upcoming Events, Retirements, New Hires

- a. March is DD Awareness Month.
 - i. There will be a DD Awareness Breakfast 8:30 AM on March 28 in the school gym. We have lots of speakers lined up and a full breakfast.
 - ii. The DD Awareness committee made yard signs and placed them in yards and businesses around the county.
 - iii. Tiffany Mustain and Andy spoke at the Lions Club meeting on March 5.
- b. Kari Eckard was hired as our new Business Manager
- c. The Special Olympics Swim Team competed at the state tournaments on March 7. Several from our team made the podium.
- d. FUN-E events - March 22 5:00 - 8:00 PM Rock & Bowl at Hillcrest Lanes. More upcoming events include a Summer Picnic June 14, Luau Swim Party this summer, Halloween Bash October 18, and a Christmas party on December 6.
- e. On March 27th the Ridgemont FFA kids are coming to meet with Preschool and School Age students to discuss FFA. They are bringing small animals.
- f. We will be hosting a Technology Open House TechHub on April 8th from 12-2 PM. There will be adaptive equipment and new and emerging technology products. It is open to everyone. Individuals, providers, and schools are specifically invited.
- g. There is a Mental Health Awareness Scavenger Hunt event on May 5 from 5-7 p.m. at Wharton Park. We will have a table at the event.

B. SSA Director's Report (Appendix 25-3-01)

C. Monthly MUI Summary (Appendix 25-3-02)

D. Monthly EI Summary (Appendix 25-3-03)

E. Superintendent's Report (Appendix 25-3-04)

VI. Old Business

A. Special Olympics Information Appendix 25-3-05

Mrs. Diane Smith made and Mr. Mike Hood seconded a motion to increase the Special Olympics Coordinator stipend to \$12,000 retroactive to the beginning of the current stipend agreement. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis	Yes	Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

Mrs. Antwillla Davis was excused from the meeting.

VII. New Business

A. Hiring classroom aid in the position of classroom IS teacher

Mrs. Diane Smith made and Mrs. Jennifer Musson seconded a motion to abolish the Intervention Specialist position and approve an additional Classroom Assistant position. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis		Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

B. Amendment to Shared Services Agreement (Appendix 2025-3-06)

Mr. Mike Hood made and Mrs. Diane Smith seconded a motion to approve the amended Shared Services Agreement with Logan County. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillia Davis		Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

C. Compensation (Appendix 2025-3-07)

As you continue to explore some succession planning I want to explain how we address our compensation plan. Our decisions are based on salary surveys conducted by Bolton, comparison to other county boards through the OACB Salary Survey, and through comparison with local school districts for our educational positions. For example, when we have a teacher that has been here 30 years, our pay structure is very similar to the six school districts in the county. This information is in Appendix 2025-3-07. Manager contracts have also come up. We have three manager positions that are on contract. Contracts are for those with supervision responsibilities and are for one year. They also include health insurance covered by the Board. These positions carry more risk in decision making and are not civil service making employment more vulnerable.

D. Current Union County Board of DD Financial Situation

I want to make everyone aware of the situation we are currently facing in Union County because it is out in the public and you may hear about it. Similar to HCBDD, UCBDD passed a new money levy last November. UCBDD asked for a 1.1 mil levy. During the planning for this levy, I used the budget numbers the board has approved for 2024. Last

January and again this past July, two different waiver rate increases went into effect. The total impact of these statewide increases was 30% across all waiver services. In Union County this resulted in a \$4 million increase in our waiver match obligation between the end of 2023 and today. I did not have these numbers in my levy projections. I failed to go back to our team and ask for updated numbers last May before the board approved the levy ask. UCBDD now has a \$6 million shortfall and needs to ask for new money again in November. I have been forthcoming about my error with the Union County Board, staff, and news media. Andy, Ron, and I have checked, double checked, and rechecked Hardin County's numbers and do not see this same kind of drastic increase.

VIII. MUI/UI Training

IX. Comments from Guests

X. Enter Executive Session

A. Enter into Executive Session

Mrs. Jennifer Musson made and Mrs. Diane Smith seconded a motion to enter into executive session at 7:43 pm for the purpose outlined in ORC 121.22 (G)(1) "To consider the compensation of a public employee..." Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis		Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

B. Exit Executive Session

Mr. Mike Hood made and Mrs. Jennifer Musson seconded a motion to exit executive session at 8:39 pm. Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	_____
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis		Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

X. Adjournment

Mrs. Diane Smith moved and Mrs. Jennifer Musson seconded a motion to adjourn.

Upon roll call, the vote was recorded as follows:

Mr. Mike Hood	Yes	Vacant	<u> </u>
Mrs. Jennifer Musson	Yes	Mrs. Diane Smith	Yes
Mrs. Antwillla Davis		Mrs. Katie Fitzgerald	Yes
Mrs. Priscilla Rushing	Excused		

Expenditures	2025 Budget	M-T-D	Y-T-D	% Spent	Notes:
Hardin County Board of DD					
March					
Salaries	\$ 1,961,170.00	\$ 143,024	\$ 525,796	26.81%	
Supplies	\$ 41,556.35	\$ 5,308	\$ 33,527	80.68%	
Equipment	\$ 42,250.00	\$ 3,499	\$ 25,730	60.90%	
Contract Services	\$ 1,296,740.70	\$ 58,725	\$ 847,276	65.34%	IT, Hardin County Housing Dev, snow removal, MRESC, Special Olympics, Zoom
Travel	\$ 47,916.08	\$ 3,537	\$ 7,900	16.49%	
PERS/STRS/Medicare	\$ 303,001.00	\$ 21,348	\$ 67,122	22.15%	
Other	\$ 71,653.00	\$ 1,020	\$ 10,620	14.82%	
Insurances	\$ 532,896.00	\$ 71,338	\$ 108,501	20.36%	
Auditor/Treasurer Fees	\$ 50,000	\$ 42,644	\$ 42,644	85.29%	1st half real estate taxes
Totals	\$ 4,347,183	\$ 350,444	\$ 1,669,115	38.40%	Month 3 of 12 should be at 25%

Revenue	2025 Budget	M-T-D	Y-T-D	% Received	Notes:
Hardin County Board of DD					
March					
Spec. Education Units	\$ 200,000.00	\$ 21,851	\$ 77,739	39%	
Preschool Grant	\$ 8,000.00			0%	
Targeted Case Mgmt.	\$ 140,000.00		\$ 9,347	7%	
Title XX	\$ 15,000.00	\$ 4,402	\$ 4,402	29%	
Refunds, Reimbursements	\$ 100,000.00	\$ 2,568	\$ 583,242	583%	FRS reimbursements
Tuition-Typical	\$ 12,000.00	\$ 1,265	\$ 4,513	38%	
Other	\$ 5,000.00			0%	
Real Estate Taxes/State Rollbacks	\$ 2,680,277.00	\$ 1,775,144	\$ 1,775,144	66%	1st half real estate
Trailer Taxes	\$ 4,000.00	\$ 2,431	\$ 2,431	61%	1st half manufactured home
MAC	\$ 100,000.00			0%	
Pilot	\$ 331,000.00	\$ 327,184	\$ 327,184	99%	1st half wind and solar
Totals	\$ 3,595,277	\$ 2,134,845	\$ 2,784,002	77.43%	Month 3 of 12 should be at 25%

Auditor's Office, Hardin County - Reconciled 5/2/25 KLE
Statement of Semiannual Apportionment of Taxes
Made at the First Half Real Property TY 2024 with HCDD

	HCDD76	HCDD82	HCDD24	HCDD24	TOTAL
REAL PROPERTY					
Agr/Res	\$13,294.70	\$35,579.06	\$21,066.14	\$156,586.77	\$226,526.67
PERS-PROP	\$25,257.76	\$42,096.24	\$21,048.14	\$168,385.01	\$256,787.15
Com/Ind/Min	\$51,370.24	\$117,368.80	\$227,693.29	\$895,397.72	\$1,291,830.05
Public Utility					\$0.00
TOTAL CURRENT	\$89,922.70	\$195,044.10	\$269,807.57	\$1,220,369.50	\$1,775,143.87
TOTAL DELINQUENT					\$79,425.31
LESS TIF COLLECTED					\$0.00
TOTAL COLLECTED	\$89,922.70	\$195,044.10	\$269,807.57	\$1,220,369.50	\$1,775,143.87
REIMBURSEMENTS					
Non-Business Credit	\$4,605.23	\$10,521.84	\$0.00	\$80,270.48	\$95,397.55
Non-Business Credit Delinquent					\$0.00
Owner-Occupancy Credit	\$472.09	\$1,078.80		\$8,226.01	\$9,776.90
Owner-Occupancy Credit Delinquent					\$0.00
Homestead	\$1,100.95	\$2,516.08	\$4,437.14	\$19,181.36	\$27,235.53
Homestead Delinquent					\$0.00
TOTAL REIMBURSEMENTS	\$6,178.27	\$14,116.72	\$4,437.14	\$107,677.85	\$132,409.98
TOTAL DISTRIBUTION					\$0.00
DEDUCTIONS					
Aud. And Treas. Fees	\$1,934.64	\$4,211.81	\$5,518.63	\$26,732.38	\$38,397.46
DETAC Fee	\$175.25	\$418.04	\$591.65	\$2,786.32	\$3,971.26
Not Identified fee	\$128.40	\$293.37	\$517.95	\$2,238.12	\$3,177.84
Not Identified fee	\$46.85	\$124.67	\$73.70	\$548.20	\$793.42
Delinquent Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax Collector Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HEALTH DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELQ ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMERGENCY MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOARD OF ELECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROSECUTOR'S 15%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL DEDUCTIONS	\$2,109.89	\$4,629.85	\$6,110.28	\$29,518.70	\$38,397.46
BALANCES	\$87,812.81	\$190,414.25	\$263,697.29	\$1,190,850.80	\$1,732,775.15
Less Refunds					\$0.00
Less Advances	\$0.00	\$0.00	\$0.00	\$0.00	
NET DISTRIBUTION	\$87,812.81	\$190,414.25	\$263,697.29	\$1,190,850.80	\$1,732,775.15
Delinquent Tax Receipts amount included in figures above			\$79,425.31		

Auditor's Office, Hardin County - Reconciled 5/2/25 KLE
Statement of Semiannual Apportionment of Taxes
Made at the First Half Manufactured Homes TY 2024 with HCDD

	HCDD76	HCDD82	HCDD24	HCDD24	TOTAL
LRE	\$93.62	\$213.94	\$424.62	\$1,631.84	\$2,364.02
MH	\$6.63	\$11.05	\$5.53	\$44.20	\$67.41
TOTAL CURRENT	\$100.25	\$224.99	\$430.15	\$1,676.04	\$2,431.43
TOTAL DELINQUENT					\$380.66
LESS TIF COLLECTED					\$0.00
TOTAL COLLECTED	\$100.25	\$224.99	\$430.15	\$1,676.04	\$2,431.43
REIMBURSEMENTS					
Non-Business Credit	\$10.23	\$23.39	\$0.00	\$178.49	\$212.11
Non-Business Credit Delinquent					\$0.00
Owner-Occupancy Credit	\$1.41	\$3.19		\$24.45	\$29.05
Owner-Occupancy Credit Delinquent					\$0.00
Homestead	\$7.79	\$17.77	\$31.34	\$135.49	\$192.39
Homestead Delinquent					\$0.00
TOTAL REIMBURSEMENTS	\$19.43	\$44.35	\$31.34	\$338.43	\$433.55
TOTAL DISTRIBUTION					\$0.00
DEDUCTIONS					
Aud. And Treas. Fees	\$10.72	\$24.12	\$41.33	\$180.41	\$256.58
DETAC Fee	\$0.77	\$1.76	\$3.10	\$13.40	\$19.03
Not Identified fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Not Identified fee	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Delinquent Advertising	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Tax Collector Salary	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
HEALTH DEPARTMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DELQ ADVERTISING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EMERGENCY MANAGEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
BOARD OF ELECTION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
TIF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
PROSECUTOR'S 15%	\$0.00	\$0.00	\$0.00	\$0.00	
TOTAL DEDUCTIONS	\$11.49	\$25.88	\$44.43	\$193.81	\$275.61
BALANCES	\$88.76	\$199.11	\$385.72	\$1,482.23	\$2,155.82
Less Refunds					\$0.00
Less Advances	\$0.00	\$0.00	\$0.00	\$0.00	
NET DISTRIBUTION	\$88.76	\$199.11	\$385.72	\$1,482.23	\$2,155.82
Delinquent Tax Receipts amount included in figures above			\$380.66		

	1ST HALF	2ND HALF	TOTAL
AEP & ONU Solar Pilot Program			
Liberty Twp- Ada Corp	\$776.12		
Scioto Ridge Wind Pilot Payment			
Taylor Creek Twp- Ben Logan School	\$37,535.26		
McDonald Twp- Upper Scioto Valley	\$47,298.46		
Roundhead Twp- Upper Scioto Valley	\$2,956.16		
Lynn Twp- Kenton City School	\$10,125.27		
McDonald Twp- Ben Logan School	\$88,386.82		
Solar 1			
Marion Twp- Upper Scioto Valley	\$102,241.00		
Roundhead Twp-Upper Scioto Valley	\$16,169.27		
Mid-Ohio			
Pleasant Twp- North Kenton Corp	\$15.73		
Hog Creek Wind Pilot Program			
Washington Twp- Hardin Northern	\$21,679.47		

Total \$327,183.56

Expenditures	2025 Budget	M-T-D	Y-T-D	% Spent	Notes:
Hardin County Board of DD April					
Salaries	\$ 1,961,170.00	\$ 138,633	\$ 664,428	33.88%	
Supplies	\$ 41,556.35	\$ 5,421	\$ 38,948	93.72%	FRS
Equipment	\$ 42,250.00	\$ -	\$ 25,730	60.90%	
Contract Services	\$ 1,296,740.70	\$ 112,015	\$ 959,291	73.98%	MRESC / Shared Costs Superintendent
Travel	\$ 47,916.08	\$ 3,636	\$ 11,536	24.08%	
PERS/STRS/Medicare	\$ 303,001.00	\$ 21,334	\$ 88,456	29.19%	
Other	\$ 71,653.00	\$ -	\$ 10,620	14.82%	
Insurances	\$ 532,896.00	\$ -	\$ 108,501	20.36%	
Auditor/Treasurer Fees	\$ 50,000	\$ -	\$ 42,644	85.29%	
Totals	\$ 4,347,183	\$ 281,038	\$ 1,950,153	44.86%	Month 4 of 12 should be at 33%

Revenue	2025 Budget	M-T-D	Y-T-D	% Received	Notes:
Hardin County Board of DD April					
Spec. Education Units	\$ 200,000.00	\$ 21,476	\$ 99,215	50%	
Preschool Grant	\$ 8,000.00	\$ -	\$ -	0%	
Targeted Case Mgmt.	\$ 140,000.00	\$ 52,924	\$ 62,271	44%	
Title XX	\$ 15,000.00	\$ -	\$ 4,402	29%	
Refunds, Reimbursements	\$ 100,000.00	\$ 43,594	\$ 626,836	627%	FY23 Waiver Reconciled
Tuition-Typical	\$ 12,000.00	\$ 975	\$ 5,487	46%	
Other	\$ 5,000.00	\$ -	\$ -	0%	
Real Estate Taxes/State Rollbacks	\$ 2,680,277.00	\$ 132,029	\$ 1,775,144	66%	Rollbacks
Trailer Taxes	\$ 4,000.00	\$ -	\$ 2,431	61%	
MAC	\$ 100,000.00	\$ 22,462	\$ 22,462	22%	
Pilot	\$ 331,000.00	\$ -	\$ 327,184	99%	
Totals	\$ 3,595,277	\$ 273,460	\$ 2,925,433	81.37%	Month 4 of 12 should be at 33%

Service and Support Administration Report

Activity

We have a group home in Kenton where five women reside, each of whom has a cooking-related outcome goal outlined in their ISP. Their SSA, Shelly Miller, reached out to the OSU Extension Office to explore the possibility of a cooking class. The Extension Office was enthusiastic about the opportunity and agreed to host a multi-week cooking course at their location.

While the original cost of the class was \$1,000, the Extension Office generously offered to provide it for \$500. Each participant is contributing \$35, and the Hardin County ARC will cover the remaining balance. The classes include all ingredients and supplies. Each session, participants prepare two meals—one to enjoy that evening and another to save for later in the week.

We are excited about this new partnership with the Extension Office and hope it will open the door to additional opportunities for other individuals we support.

- I attended the Hardin County Mental Health Awareness Breakfast on May 13 in Ada
- Kara and I were asked to be judges for the First-Year Engineering Design Showcase at Ohio Northern on May 8. We have worked in cooperation with Ohio Northern Engineering students for several years to solve problems that our students are facing. This was my first year as a judge and I enjoyed the experience very much.
- Our Technology Open House TechHub on April 8th went very well. We had approximately 15 people attend throughout the afternoon. We had adaptive equipment and new and emerging technology products. It is open to everyone.
- FUN-E had a Spring Fling on April 12th in the gym.
- The DD Awareness Breakfast on March 28th was a success. I estimated that 75 people attended. The program was very well organized and received great feedback.
- Several area counties participate in an “SSA Gathering” every quarter. Only SSA’s attend and they can talk about the challenges of their positions and get support. The most recent one was held on April 11. 2 of our SSA’s went to the program.
- OACB was held on May 8 and 9 in Columbus. 3 SSA’s and myself were able to go.

I attended several meetings including: Family Children First Council, DDIT Task Force meeting for Allen Auglaize and Hardin County, Statewide SSA Director Meeting, Human Rights Committee for Union, Wyandot and Hardin County, Samaritan Partners of Hardin County, and our weekly Leadership Team meeting and SSA meetings.

Housing Board

The 12 housing board houses are full.

Family Support Services

\$ 19,161.36 has been spent through April 30, 2025.

Waivers		Caseload Size	
ICF Diversion	2	6 SSAs	
Level One	31	Adults with an assigned SSA	86
IO	44	Transition Age Youth (16-22)	11
SELF	2	Children (ages 3-16)	185
TDD Conversion	1		

Transfers	2025	2024	OEDI (Age 16+)	2025	2024
Transfers into county	1	7	Eligible	1	9
Transfers out of county	0	4	Not-Eligible	1	6
			In-process/Undecided/Appeal	0	1
PASRR	2025	2024	COEDI (Age 6-16)	2025	2024
PASRRs completed	1	3	Eligible	2	4
			Not-Eligible	1	4
			In-process/Undecided/Appeal	3	0

**Monthly MUI Report
2025**

	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total
Alleged Physical Abuse													
Alleged Sexual Abuse													
Alleged Verbal Abuse													
Attempted Suicide													
Exploitation													
Failure to Report													
Failure to Report (Registry)													
Significant injury													
Unknown Injury													
Law Enforcement													
Medical Emergency													
Misappropriation													
Missing Individual													
Neglect													
Peer to Peer acts													
Prohibited Sexual Relations													
Rights Code Violation													
Unapproved Behavioral Support													
Unanticipated Hospitalization		2		1									
Accidental or Suspicious Death													
Death Not Accident or Suspicious													
Monthly Total	0	2	0	1	0								
Yearly Total of Filed MUIs	0	2	0	3	0								3

*Filed MUI's can have more than one category

5-12-2025 Early Intervention Board Report

Number of referrals	Feb. 2025 = 7	March 2025 = 13	April 2025 = 8
Number of evaluations completed	Feb. 2025 = 2	March 2025 = 9	April = 10
Number of referrals enrolled	Feb. 2025 = 4	March 2025 = 1	April = 8
Number of exits	Feb. 2025 = 8	March 2025 = 1	April = 6
Total enrolled	Feb. 2025 = 57	March 2025 = 51	April = 56

Exits	Met outcomes	Turned age 3, IEP eligible	Other
Totals	Feb. 2025 = 0 March 2025 = 0 April 2025 = 0	Feb. 2025 = 3 March 2025 = 2 April 2025 = 2	Feb. 2025 = 5 <i>3 not eligible 1 unable to contact, 1 no longer interested</i> March 2025 = 8 <i>2 not eligible 5 no longer interested or able to participate 1 loss of contact</i> April 2025 = 4 <i>3 unable to contact, 1 no longer interested</i>

Current open referrals - 8

Activities - In March, we held a Playtime with EI in the SKS gym and had 23 children attend with their families. Playtime with EI was held outside on April 25th 10 - 11am at the walking track with 11 children and 10 caregivers. We have playtime scheduled for May 23rd 10-11am at Chad Roof Park.

Other information - None at this time.

Superintendent's Report

May 19, 2025

Statewide Update

I have resigned my position on this workgroup. There is a lot going on and my time is needed in the counties. A final update as of where we are today. We are nearing closure on the stop loss program to help county boards with high-cost waivers. The first fiscal relief we will see from this program is in March of 2027. In terms of the new assessment to replace the DDP for predicting waver costs, DoDD is now investigating some other tools. They continue to ask if county boards want to assume the expense and responsibility of hiring assessors or if we want DoDD to take this responsibility. While county boards do not want the cost associated with this, the assessment function is held sacred because this is what sets us apart from providers in the Medicaid system. There is fear that if we lose assessment, county boards will cease to exist.

OTHER:

Involvement Outside of UCBD (as the "face" of the organization)

- Region 2 Superintendent Meeting as Region 2 rep for the state
- SEC Leadership Meeting
- Statewide Superintendent Meeting
- Waiver Redesign Weekly Meetings
- WestCON Board Meetings
- Presented at OACB Spring Conference on the Stop Loss Program
- Family and Children First monthly meetings
- Attended Hardin Legislative Breakfast sponsored by the Chamber of Commerce
- Attended Hardin County Adult Protective Services county meeting
- Attended ONU Hardin Engineering Fair as a judge representing the board (projects were based on how to solve a barrier in the life of a person with a disability)

Staff Engagement

- Weekly Leadership Team meetings
- School staff meeting 1x per month
- Non-school staff meeting 1x per month
- Preschool Teacher meeting 1x month
- Staff Appreciation Week events

It is with a heavy heart that I share the passing of Loretta Williams. Loretta was a long time bus aide for us. Please keep her family in your thoughts.

Summary of Policy Changes
May 2025

Note: Highlighted policies are contained in Board Packet. Unhighlighted policies have no substantive changes and were included in your emailed packet.

Policy	Action Recommended	Summary	Board Action
[Enter name of topic of policy]	<u>For approving changes or just an annual re-approval use:</u> Approve amended [enter policy name] <u>Or for a new policy use:</u> Approve [enter name of policy]	*No substantive changes (for minor changes) *Formatting changes (for just formatting changes) For all other changes, add the changes, reason, and impact of changes	[Enter Board action here]
SSA-1		No Changes	
SSA-2		No Changes	
AS-1		No Changes	
AS-4		No changes	
AS-5		No Changes	
BS-1-Behavior Support		No Changes	
EI-3 Exit Policy	Approve new policy	This is a new policy	
P-6 Benefits	Approve Amended Version	Updated what happens to personal days at end of year. Updated calculations for vacation	

Note: Highlighted policies are contained in Board Packet. Unhighlighted policies have no substantive changes.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: SSA-1	Page: 1	Of: 4
Title: SSA Decision Making Responsibility and Provision of Service		
Regulatory Authority: OAC 5123:2-1-11(A), (B), (C), (D)(1)(2); ORC 5126.15		
Annual Review Date: May 20, 2025		
Effective Date: 5/18/21		

Reviewer/Job Title: Superintendent or designee

SERVICE AND SUPPORT ADMINISTRATION (SSA) DECISION MAKING RESPONSIBILITY & PROVISION OF SERVICE

(A) PURPOSE

(1) The purpose of Service and Support Administration Policy is to define the responsibilities of the Hardin County Board of Developmental Disabilities (HCBDD) for service and support administration and establishes a process for eligible individuals to receive service and support administration and have an identified service and support administrator (SSA) who is the primary point of coordination for each individual.

(B) DEFINITIONS

“**Alternative Services**” mean the various programs, services, and supports, regardless of funding source, other than home and community-based services, that exist as part of the developmental disabilities service system and other service systems including, but not limited to:

- (1) Services provided directly by the HCBDD;
- (2) Services by non-county board providers and funded by the county board;
- (3) Services provided and funded outside the developmental disabilities system; or
- (4) Services provided at the state level.

“**Assessment**” means the individualized gathering of comprehensive information concerning each individual’s preference, personal goals, needs, and abilities, health status and other available supports.

“**Budget for Services**” means the projected cost required to implement the Individual Service Plan (ISP) regardless of funding source.

“**DODD**” mean the Ohio Department of Developmental Disabilities.

“**Guardian**” means the legal guardian of a minor or adult individual. If no guardian of the person has been appointed for a minor, “guardian” means either parent of a minor unless the parents are separated or divorced or their marriage has been dissolved or annulled, in which case

“guardian” means the parent who is the residential parent and legal custodian of the minor. If no guardian of the person has been appointed for a minor and the minor is in the legal or permanent custody of a person or government agency, “guardian” means that person or government agency.

“Home and community-based services waiver” means a Medicaid waiver and includes an Individual Options Waiver (I/O), a Level One Waiver, a Self-Empowered Life Funding Waiver (SELF), and the Transitions Developmental Disabilities (TDD) Waiver.

“Individual” means an eligible individual of the HCBDD.

“Individual Service Plan” means the written description of services, supports, and activities to be provided to an individual.

“Natural Supports” mean the personal associations and relationships typically developed in the community that enhance the quality of life for individuals. Natural supports may include family members, friends, neighbors, and others in the community or organizations that serve the general public who provide voluntary support to help an individual achieve agreed upon outcomes through the individual service plan development.

“Person-centered planning” means an ongoing process directed by an individual and others chosen by the individual to identify the individual’s unique strengths, interests, abilities, preferences, resources, and desired outcomes as they relate to the individual’s support needs.

“Primary point of coordination” means the identified service and support administrator (SSA) who is responsible to an individual for the effective development, implementation, and coordination of the individual service plan (ISP).

“Service and Support Administration” or SSA means a set of mandated functions to be provided by the HCBDD. SSA supports individuals in determining and pursuing goals and maintains the individual as the focus while coordinating services across multiple systems.

“SSA” means a person employed by the HCBDD to perform the functions of service and support administration and who holds the appropriate certification.

“Single Point of Accountability” means the identified SSA responsible to an individual for the effective implementation and coordination of the ISP process.

“Team” means the eligible individual, the individual’s natural supports, the SSA, the designated advocate, direct support staff, providers, licensed or certified professionals, guardian, if applicable, and other persons chosen by the individual to help the individual think through possibilities and decisions.

(C) **DECISION-MAKING RESPONSIBILITY**

(1) An individual shall be responsible for making all decisions regarding the provision of services, including requesting services, and refusing to give or withdrawing consent for services. If the individual has a guardian, the guardian shall be responsible for making such decisions.

(2) Individuals, including those with guardians, have the right to participate in decisions that affect their lives and to have their needs, desires, and preferences considered.

(3) An individual who does not have a guardian or an individual’s guardian may designate another person, including a member of the individual’s family, to participate in

the process of making decisions regarding services provided to the individual. Obtaining support and guidance from another person does not affect the right of the individual to make decisions.

(4) An individual who does not have a guardian may authorize an adult to make a decision on behalf of the individual as long as the adult does not have a financial interest in the decision. The authorization shall be made in writing.

(5) An adult or guardian who makes decisions for an eligible individual shall make decisions that are in the best interests of the individual, on whose behalf all decisions are made, and will be consistent with the individual's needs, desires, and preferences.

(D) PROVISION OF SERVICE AND SUPPORT ADMINISTRATION

(1) The HCBDD shall provide service and support administration to:

(a) An eligible individual who is applying for or enrolled in a home and community-based services waiver;

(b) An eligible individual three years of age or older or a person on the individual's behalf requests service and support administration; and

(c) An eligible individual residing in an intermediate care facility who requests, or a person on the individual's behalf requests assistance to move from the intermediate care facility to a community setting.

(2) The HCBDD shall provide service and support administration in accordance with all requirements of the Ohio Revised Code.

(3) When an eligible individual requests or a person on the individual's behalf requests service and support administration, the eligible individual shall receive service and support administration and shall not be placed on a waiting list for service and support administration.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: SSA-2	Page: 1	Of: 9
Title: Eligibility, Primary Point of Coordination, Emergency Response System		
Regulatory Authority: ORC 5123:2-1-11(A),(B), (F)(1), (2), (E), (G)		
Annual Review Date: May 20, 2025		

Effective Date: 5/18/21

Reviewer/Job Title: Support Services Director or designee

SERVICE AND SUPPORT ADMINISTRATION DETERMINATION OF ELIGIBILITY, PRIMARY POINT OF COORDINATION, EMERGENCY RESPONSE SYSTEM

(A) **PURPOSE**

(1) The purpose of Service and Support Administration Policy is to define the responsibilities of the Hardin County Board of Developmental Disabilities (HCBDD) for service and support administration and establishes a process for eligible individuals to receive service and support administration and have an identified service and support administrator (SSA) who is the primary point of coordination for each individual.

(B) **DETERMINATION OF ELIGIBILITY FOR HCBDD SERVICES**

(1) Service and support administrators (SSA) shall determine an individual's eligibility for HCBDD services. HCBDD may assign responsibility for eligibility determination to a service and support administrator (SSA) who does not perform other service and support administration functions; and in such a cases, the results of eligibility will be shared with the SSA who will be the primary point of coordination for the individual.

(C) **ELIGIBILITY CRITERIA**

(1) To be eligible to receive services and supports from the HCBDD, an individual must be a resident of Hardin County as defined in the Ohio Revised Code and meet eligibility criteria of developmental disability as defined in the Ohio Administrative Code.

(2) In addition to requirements in (B)(2) above, the following requirements must be met based on the age of the individual:

(a) For children birth through age 2. Eligibility is determined through the local Help Me Grow Central Intake & Referral. If moving within Ohio from one county of developmental disabilities to another, the process should be coordinated

through the exiting county's Help Me Grow system. Once residency is established in Hardin County, the records can be transferred and arrangements made to coordinate services;

(b) For children ages 3 through 6. A child is eligible for Service and Support Administration through the HCBDD if one of the following criteria is met:

(i) Eligible for special education services based on an Evaluation Team Report (ETR) completed by the local school district;

(ii) A professional diagnosis of a condition known to cause developmental delays listed in the C/OEDI Users Guide as acceptable diagnosis; or

(iii) Standardized testing which shows documented delay(s) of a standard deviation of -2.0 in one area or a -1.5 in two areas.

(c) When an individual is no longer on an Individualized Education Plan (IEP), services will be terminated unless there is an independent evaluation indicating eligibility based on a diagnosis or standard deviations (See above criteria ((ii), (iii)). Termination will occur 30 days after being discharged from an IEP.

(d) For individuals ages 6 through 16. An individual is eligible for Service and Support Administration services if the following criteria are met:

(i) Meets the developmental disability criteria based on the results of the Children's Ohio Eligibility Determination Instrument (COEDI) with documentation that verifies:

One or more developmental disabilities

A disability that is known to last throughout the lifetime and

Substantial limitations in three of the following **six** areas:

mobility, capacity for independent living, self care, self direction, receptive and expressive language and learning

(e) For individuals ages 16 through adult. An individual is eligible for Service and Support Administration services if the following criteria are met:

(i) Meets developmental disability criteria based on the results of the Ohio Eligibility Determination Instrument (OEDI) with documentation that verifies:

One or more developmental disabilities;

A disability that is known to last throughout the lifetime; and

Substantial limitations in three of the following **seven** areas:
mobility, capacity for independent living, self care, self
direction, receptive and expressive language, learning and
economic self-sufficiency.

(C) PRIMARY POINT OF COORDINATION

(1) The HCBDD shall identify a SSA for each eligible individual receiving service and support administration who will be the primary point of coordination. All eligible individuals will be given the opportunity to request a different SSA.

(2) With the active participation of the individual and members of the individual's team, the SSA shall perform the following duties:

- (a) Initially, and at least every twelve months thereafter, coordinate an assessment of the individual. The assessment shall take into consideration:
 - (i) What is important to the individual to promote satisfaction and achievement of desired outcomes;
 - (ii) What is important for the individual to maintain health and welfare;
 - (iii) Known and likely risks;
 - (iv) The individual's place on the path to community employment; and
 - (v) What is working and not working in the individual's life.
- (b) The assessment shall identify supports that promote the individual's:
 - (i) Rights (e.g., equality, citizenship, access, due process, and responsibility);
 - (ii) Self-determination (e.g., choices, opportunities, personal control, and self-advocacy);
 - (iii) Physical well-being (e.g., routine and preventative health care and daily living skills appropriate to an individual's age);
 - (iv) Emotional well-being (e.g., self-worth, self-esteem, satisfaction with life, and spirituality);
 - (v) Material well-being (e.g., employment, money, education, and housing);
 - (vi) Personal development (e.g., achievement, success, and personal competence);

(vii) Interpersonal relationships (e.g., social contacts, relationships, and emotional supports); and

(viii) Social inclusion (e.g., community participation and social supports).

(c) Using person-centered planning, develop, review, and revise the individual service plan (ISP) and ensure that the ISP:

(i) Reflects the results of the assessment;

(ii) Includes services and supports that;

Ensures health and welfare;

Assist the individual to engage in meaningful and productive activities;

Support community connections and networking with persons or groups including persons with disabilities and others;

Assist the individual to improve self-advocacy skills and increase the individual's opportunities to participate in advocacy activities, to the extent desired by the individual;

Ensure achievement of outcomes that are important to the individual and outcomes that are important for the individual and address the balance of and any conflicts between what is important to the individual and what is important for the individual.

Address identified risks and include supports to prevent or minimize risks;

(iii) Incorporates all sources of services and supports that are available to meet the individual's needs and desired outcomes;

(iv) Reflects services and supports that are consistent with efficiency, economy, and quality of care; and

(v) Is updated throughout the year, as needed, to reflect the changing needs of what is important to the individual and what is important for the individual.

(d) Establish a recommendation for and obtain the approval of the budget for services and supports based on the individual's assessed needs and preferred ways of meeting those needs.

(e) Objectively assist the individual in choosing providers by:

- (i) Ensuring the individual is given the opportunity to select providers from all willing and qualified providers in accordance with all applicable state and federal laws and the Ohio Administrative Code; and
 - (ii) Assisting the individual, as necessary, to resolve any concerns with a provider or direct support staff who work with the individual.
- (f) Secure commitments from providers to support the individual in achieving the individual's desired outcomes;
- (g) Verify by signature and date that prior to the implementation each ISP:
- (i) Indicates the provider, frequency, and funding source for each service and support; and
 - (ii) Specifies which provider will deliver each service or support across all settings.
- (h) Establish and maintain contact with providers as frequently as necessary to ensure that each provider is trained on the ISP and has a clear understanding of the expectations and desired outcomes of the supports or services being provided.
- (i) Establish and maintain contact with natural supports as frequently as necessary to ensure that natural supports are available and are meeting desired outcomes as indicated in the ISP.
 - (j) Facilitate effective communication and coordination amount the individual and the members of the team by ensuring that the individual and each team member has a copy of the current ISP unless otherwise directed by the individual, the individual's guardian, or the adult whom the individual has identified as an advocate. All members of team, which includes the individual, will receive a copy of the ISP at least fifteen days prior to implementation unless there are extenuating circumstances and there is agreement by the individual and the individual's providers.

A member of the team who becomes aware that revisions to the ISP are indicated shall notify the SSA.

A member of the team may disagree with any provision in the ISP at any time. All dissenting opinions shall be noted in writing and attached to the ISP.

- (i) Provide ongoing ISP coordination to ensure services and supports are provided in accordance with the ISP and to the benefit and satisfaction of the individual. Ongoing ISP coordination shall:
 - (i) Occur with the active participation of all team members, which includes the individual;

- (ii) Focus on the achievement of the desired outcomes of the individual;
- (iii) Balance what is important to and for the individual;
- (iv) Examine service satisfaction (i.e., what is working and not working for the individual); and
- (v) Use the ISP as the fundamental tool to ensure the health and welfare of the individual.

(j) Review and revise the ISP at least every twelve months and more frequently under the following circumstances:

- (i) At the request of a member of the team, which includes the individual, in which case revisions to the ISP shall occur within thirty calendar days of the request;
- (ii) Whenever the individual's assessed needs, situation, circumstances, or status changes;
- (iii) If the individual chooses a new provider or type of service or support;
- (iv) As a result of reviews conducted by DODD;
- (v) Identified trends and patterns of unusual incidents or major unusual incidents; and
- (vi) When services are reduced, denied, or terminated by DODD or the Ohio Department of Medicaid.

(k) take the following actions with regard to Medicaid services:

- (i) Explain to the individual, within the eligibility process and/or within the waiver process, any alternative service available to the individual, the individual's due process and appeal rights, and the individual's right to choose any qualified and willing provider; and
- (ii) Explain to the individual, at the time the individual is being recommended for enrollment in a waiver, the individual's choice of enrollment in a waiver as an alternative to being placed in an intermediate care facility and the services and supports that are funded by a waiver.

(l) Provide an individual with written notification and explanation of the individual's right to a Medicaid state hearing if the individual service plan process results in a recommendation for the approval, reduction, denial, or termination of services funded by a waiver.

- (m) Make a recommendation to the Ohio department of Medicaid as to whether the individual meets the criteria for an intermediate care facility level of care.
- (n) Explain to an individual whose ISP includes services funded by a waiver or other Medicaid services that the services are subject to approval by DODD of the Ohio department of Medicaid. If DODD or the Ohio department of Medicaid approves, reduces, denies, or terminates services funded by a waiver included in an individual's ISP, the SSA shall communicate such action with the individual.
- (o) Provide an individual with written notification and explanation of the individual's right to use the administrative resolution of complaint process if:
 - (i) The ISP process results in the reduction, denial, or termination of a service other than a waiver service or targeted case management (SSA) services; and
 - (ii) The ISP process results in the approved service that the individual does not want to receive, but is recommended to ensure the individual's health, safety, and welfare.
- (p) Advise members of the team, including the individual, of their right to file a complaint.
- (q) Retain responsibility for all decision-making regarding service and support administration functions and the communication of any such decisions to the individual.
- (r) Take actions necessary to remediate any immediate concerns regarding the individual's health and welfare.
- (s) Implement a continuous review process, tailored to the individual and based on the information provided by the team, to ensure that ISPs are developed and implemented in accordance with this policy.
 - (i) The scope, type, and frequency of reviews shall be specified in the ISP and shall include, but are not limited to:
 - Face-to-face visits, occurring at a time and place convenient for the individual, at least annually or more frequently as need by the individual; and Contact via phone, email, or other appropriate means as needed.
 - (ii) The frequency of reviews may be increased when:
 - The individual has intensive behavioral or medical needs;
 - The individual has an interruption of services or more than thirty calendar days;
 - The individual encounters a crisis or multiple less serious but destabilizing events within a three-month period;

The individual has transitioned from an intermediate care facility to a community setting within the past twelve months;

The individual has transitioned to a new provider of homemaker/personal care within the past twelve months;

The individual receives services from a provider that has been notified of DODD's intent to suspend or revoke the provider's certification or license; or

Requested by the individual, the individual's guardian, or the adult whom the individual has identified as an advocate.

(iii) The SSA shall share results of reviews in a timely manner with the team, which includes the individual.

(t) If the continuous review process indicates areas of non-compliance with standards for providers of services funded by a waiver, HCBDD shall conduct a provider compliance review.

(C) EMERGENCY RESPONSE SYSTEM

(1) The HCBDD shall, in coordination with the provision of service and support administration, create an on-call emergency response system available twenty-four-hours per day, seven days per week to provide immediate response to an unanticipated event that requires an immediate change in an individual's existing situation and/or individual service plan to ensure health and safety. Persons who are available for the on-call emergency response system shall:

(a) Provide emergency response directly or through immediate linkage with the service and support administrator who is the primary point of coordination for the individual or with the primary provider;

(b) Be trained and have the skills to identify the problem, determine what immediate response is needed to alleviate the emergency and ensure health and welfare, and identify and contact persons to take the needed action;

(c) Notify the providers and the SSA who is the primary point of coordination for the individual to ensure adequate follow-up;

(d) Notify the HCBDD investigative agent as determined necessary by the nature of the emergency; and

(e) Document the emergency in accordance with HCBDD procedures.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: AS-1	Page: 1	Of: 3
Title: Adult Services Employment First		
Regulatory Authority: ODODD Adult Services Rules 5123:2-2-05 (A), (B), (C), (D) & (E)		
Effective Date: 2/19/19, Annual Review Date: May 20, 2025		
Reviewer/Job Title: Employment Services Director or designee		

EMPLOYMENT FIRST

(A) EMPLOYMENT FIRST

The Hardin County Board of Developmental Disabilities (HCBDD) will implement the employment first policy of the Ohio Revised Code. Employment services will be directed at community employment and will assume that individuals with developmental disabilities are capable of community employment.

(B) DEFINITIONS

(1) “Community employment” means competitive employment that takes place in an integrated setting and encompasses full-time and part-time work and is at or above minimum wage and not less than what is customary for similar work performed by people without disabilities

(2) “Integrated setting” means a setting in the community where individuals interact with persons who do not have disabilities to the same extent as persons without disabilities do in comparable positions including employment settings in which employees interact with the community through technology.

(3) “Prevocational services” are services that provide learning and work experiences from which an individual can develop nonspecific strengths and skills but contribute to employability in community employment, supported work at community-based sites, or self-employment. Prevocational services also includes vocational habilitation funded in whole or in part by a DODD administered waiver and will be provided in accordance with each individual’s plan with specific outcomes being sought.

(4) “Supported employment services” means vocational assessment, job training and coaching, job development and placement, work site accessibility, and other services related to employment outside a sheltered workshop and includes the training and support individuals receive to attain and retain employment outside a sheltered workshop.

(5) “Working age” means at least 18 years of age.

(C) PERSON CENTERED PLANNING

(1) Each individual of working age and each individual approaching completion of a program or service will participate in an individualized person-centered planning process to identify the individual’s unique strengths, interests, abilities, preferences, resources, and desired outcomes as they relate to community employment.

- (2) The person-centered planning process will include:
 - (a) The individual's place on the path to community employment;
 - (b) The individual's desired community employment outcome;
 - (c) Clearly defined activities, services, and supports necessary for the individual to achieve or maintain community employment, job improvement, or career advancement; and
 - (d) Individuals who receive public assistance will be encouraged to obtain a benefits analysis regarding employment. Available resources to obtain a benefits analysis will be identified for the individual prior to job development.
- (3) The results of the person-centered planning process, including the individual's desired outcomes as they relate to community employment will be integrated into the Individual Plan (IP).
- (4) The results of the person-centered planning process will be reviewed at least once every twelve months and whenever a significant change in employment, training, continuing education, services, or supports occurs or is proposed.

(D) STRATEGIES AND BENCHMARKS

- (1) The HCBDD will incorporate employment first strategies and benchmarks for increasing the number of individuals participating in community employment.
- (2) The HCBDD will collaborate with county workforce development agencies, vocational rehabilitation agencies, and mental health agencies to support individuals to obtain community employment.
- (3) The HCBDD will collaborate with school districts in the county to ensure a framework exists to support students with developmental disabilities to obtain community employment and reduce any duplication of effort.
- (4) The HCBDD will disseminate resource information to individuals served, families, schools, community partners, employers, and providers of services that facilitate community employment.
- (5) The HCBDD will collect and submit to the department individual-specific information regarding the cost of non-Medicaid employment services, employment outcomes for individuals who receive non-Medicaid employment services, and employment outcomes for individuals who do not receive paid employment services but who are engaged in competitive employment or community employment.
- (6) The HCBDD will incorporate strategies and benchmarks for increasing the number of individuals of working age participating in community employment services into its strategic plan and will update it periodically.

(E) PROVIDER REQUIREMENTS

Providers of employment services will submit a written progress report at least once every 12 months to the individuals' team. Each provider of employment services will also collect and submit individual specific employment data to the Ohio Department of Developmental Disabilities and will disseminate aggregate data regarding employment services and employment outcomes.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: AS-4	Page: 1	Of: 2
Title: Adult Services – Non-Medicaid		
Regulatory Authority: ODODD Adult Services Rules 5123:2-1-06		
Effective Date: 11-20-19		
Revision Dates:		
Reviewer/Job Title: Superintendent or designee		

NON-MEDICAID ADULT SERVICES

(A) PURPOSE

This policy applies to Non-Medicaid Adult Services. As used in this policy, “Non-Medicaid Adult Services” means Non-Medical Transportation, Supported Employment and Day Array, provided in accordance with the Ohio Administrative Code that are not funded in whole or in part by Ohio’s Medicaid program.

(B) ELIGIBILITY

- (1) To be eligible to receive or to continue to receive adult services, the individual must, when directed by the County Board, apply for an appropriate Medicaid home and community based services waiver administered by the HCBDD. The HCBDD shall have sole discretion to determine the appropriateness of any particular waiver for which the individual applies.
- (2) If an individual refuses to apply for a Medicaid home and community based waiver, the individual will receive up to the amount of the local match for each service towards the cost of service.
- (3) If an individual applies for a Medicaid home and community based waiver and is found ineligible due to excess income, the person will receive up to the amount of the local match for each service towards the cost of service.
- (4) If a person is found ineligible for a Medicaid home and community based waiver due to failure to obtain the appropriate level of care or if the person is willing to apply but no appropriate slot is available or other emergencies or special circumstances exist, the HCBDD will pay the full cost of authorized services.
- (5) The conditions shall be effective immediately with the following exception:
 - (a) Any individuals currently receiving non-Medicaid adult services will develop a plan to comply with this policy.
- (6) The Superintendent may waive the requirements for a waiver for any individual determined by the Superintendent to be in emergency need of services.

(7) No individual will be offered enrollment in vocational/day array services unless the Superintendent (or designee) determines that the individual's needs can be met appropriately through such services, and the individual's health and safety can be adequately protected with the funding requirements established by the HCBDD and the Ohio Department of Developmental Disabilities.

(8) Eligible individuals shall be offered non-Medicaid adult services in the order in which individuals apply for enrollment, except that individuals determined to be in emergency or priority status as defined in the Ohio Administrative Code may be considered ahead of all others. Individuals may also be advised of related resources and options.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: AS-5	Page: 1	Of: 1
Title: Adult Services - Alternative Budgets		
Regulatory Authority: ODODD Adult Services Rules 5123:2-1-06 (A) Paragraph (1), (2), & (3)		
Effective Date: 11-20-19		
Reviewer/Job Title: Superintendent or designee		

ALTERNATIVE ADULT SERVICES

(A) **BUSINESS DEVELOPMENT**

(1) The Hardin County Board of Developmental Disabilities (HCBDD) Adult Services will make available, in lieu of Adult Services as defined in policy, the defined local match for alternative Adult Services to an eligible adult individual.

(2) It shall be the responsibility of the Superintendent to develop, implement, and maintain procedures consistent with this policy

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: BS-1	Page: 1	Of: 5
Title: Behavior Support		
Regulatory Authority: OAC 5123:2-2-06 DODD		
Effective Date: 11-20-19, Annual Review Date: May 20, 2025		
Reviewer/Job Title: Superintendent or designee		

BEHAVIOR SUPPORT

(A) PURPOSE

(1) The Hardin County Board of Developmental Disabilities, (HCBDD), recognizes that the purpose of behavior support is to ensure that individuals are supported in a caring and responsive manner that promotes dignity, respect, and trust. The HCBDD stresses that the use of positive teaching and support strategies occur in the least restrictive environment (LRE).

(2) The HCBDD, through the implementation of the behavior support policy and procedures, will:

- (a) Promote the growth, development and independence of the individual;
- (b) Create supportive environments that enhance the individual's quality of life;
- (c) Address the extent to which individual choice will be accommodated in daily decision-making, emphasizing self-determination and self-management, to the extent possible;
- (d) Specify the individual's conduct to be allowed or not allowed;
- (e) Be available to all staff, the individual, parents of minor children, legal guardians, and providers;
- (f) To the extent possible, be formulated with the individual's participation;
- (g) Ensure that an individual must not discipline another individual, except as part of an organized system of self-government.

(B) BEHAVIOR SUPPORT PROGRAMS

(1) Behavior support programs shall:

- (a) Be integrated into individual program plans;
- (b) Provide a systematic approach to helping the individual learn new, positive behaviors while reducing undesirable behaviors;

- (c) Will take into consideration the medical factors of the individual; and
- (d) Be created after a structural and functional analysis of the behavior is completed.

(C) IMPLEMENTATION OF BEHAVIOR SUPPORT PROGRAMMING

- (1) The hierarchy of implementation of behavior programming shall be from the most positive (least intrusive) to the least positive (most restrictive).
- (2) Positive programming and non-restrictive measures must be proven ineffective prior to the consideration of more restrictive methods.
- (3) Restrictive measures must be data driven and describe behaviors to increase or decrease in terms of baseline data. Initial programs should therefore be positive in nature.
- (4) The use of a restrictive behavioral intervention may be considered only as a measure of last resort and to keep people safe. If the restrictive measure involves restriction of an individual 's rights, this can occur only when the individual's actions pose risk of harm or are very likely to result in legal sanction.
- (5) Techniques to support behavioral change must never be used for disciplinary purposes, for staff convenience, or as a substitute for positive programming. Standing or as needed Behavior Support programs are prohibited.
- (6) The HCBDD maintains that the teaching and support strategies designed to support behavioral changes must be employed with sufficient safeguards and supervision as to insure at all times the care, welfare, safety and security of the individual as well as HCBDD employees.

(D) PROHIBITED BEHAVIOR SUPPORT MEASURES

- (1) "Prohibited measure" means a method that shall not be used by persons or entities providing specialized services. "Prohibited measures" include"
 - (a) Prone restraint. "Prone restraint" means a method of intervention where an individual's face and/or frontal part of his or her body is placed in a downward position touching any surface for any amount of time;
 - (b) Use of a manual restraint 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 a manual restraint or mechanical 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 as an inducement or consequence for behavior; and
- (k) Using any restrictive measure for punishment, retaliation, instruction or teaching, convenience of providers, or as a substitute for specialized services.

(E) BEHAVIOR SUPPORT PROCEDURES

- (1) Behavior support procedures shall:
 - (a) Be person-centered by promoting the growth, development, and independence of individuals;
 - (b) Promote individual choice in daily decision making, emphasizing self-determination and self-management.
 - (c) Ensure individuals are in environments where they have access to preferred activities and are less likely to engage in unsafe actions due to boredom, frustration, lack of effective communication or unrecognized health problems.

(F) HUMAN RIGHTS COMMITTEES

- (1) The HCBDD will establish, or join an existing human rights committee to safeguard individuals' rights and protect individuals from physical, emotional, and psychological harm. The human rights committee shall:
 - (a) Be comprised of at least four persons;
 - (b) Include at least one individual who receives or is eligible to receive specialized services;
 - (c) Include qualified persons who have either experience or training in contemporary practices for behavioral support; and
 - (d) Reflect a balance of representatives from each of the following two groups:
 - (i) Individuals who receive or are eligible to receive specialized services or family members or guardians of individuals who receive or are eligible to receive specialized services; and

(ii) County boards or providers.

(2) All information and documents provided to the human rights committee and all discussions of the committee shall be confidential and shall not be shared or discussed with anyone other than the individual and his or her guardian and the individual's team.

(3) The human rights committee shall review, approve or reject, monitor and reauthorize strategies that include restrictive measures.

(4) Members of the human rights committee shall receive DODD approved training within three months of appointment to the committee in: rights of individuals, person-centered planning, informed consent, confidentiality, and the requirements of OAC rule.

(5) Members of the human rights committee shall annually receive DODD approved training in topics related to behavior support and OAC rule.

(6) Use of a restrictive measure, including use of a restrictive measure in a crisis situation without prior approval by the human rights committee shall be reported as an "unapproved behavior support".

(7) Nothing in this rule shall be construed to prohibit or prevent any person from intervening in a crisis situation as necessary to ensure a person's immediate health and safety.

(8) After securing approval by the human rights committee and prior to implementation of a behavioral support strategy that includes restrictive measures, the HCBDD shall notify DODD of the restrictive measure.

(G) RECORD KEEPING REQUIREMENTS

(1) The HCBDD will compile and analyze data regarding behavioral support strategies that include restrictive measures and furnish the data to the human rights committee. Data will include but is not limited to:

- (a) Nature and frequency of risk of harm or likelihood of legal sanction that triggered development of strategies that include restrictive measures;
- (b) Nature and number of strategies reviewed, approved, rejected and reauthorized by the human rights committee;
- (c) Nature and number of restrictive measures implemented;
- (d) Duration of strategies that include restrictive measures implemented; and
- (e) Effectiveness of strategies that include restrictive measures in terms of increasing or decreasing behaviors as intended.

(2) The HCBDD will make the data and analyses available to the department upon request.

(H) THE ENVIRONMENT FOR BEHAVIOR SUPPORT

- (1) The environment for behavior support is characterized by:
- (a) Interactions and speech that reflect respect, dignity, and a positive regard for the individual;
 - (b) The setting of acceptable behavioral limits for the individual;
 - (c) The absence of group punishment;
 - (d) The absence of demeaning, belittling or degrading speech or punishment;
 - (e) Staff speech that is even-toned made in positive and personal terms and without threatening overtones or coercion;
 - (f) Conversation with the individual rather than about the individual while in the individual's presence.
 - (g) Respect for the individual's privacy by not discussing the individual with someone who has no right to the information;
 - (h) The use of people-first language instead of referring to the individual by trait, behavior, or disability.

(2) All HCBDD approved plans will be compliant with the Ohio department of developmental disabilities (DODD), guidelines as well as local, state and federal regulations.

Hardin County Board of Developmental Disabilities POLICY

Policy Number: EI-3	Page: 1	Of: 1
Title: EI Exit Policy		
Regulatory Authority:		
Effective Date: 5/20/2025		
Reviewer/Job Title: EI Manager		

EARLY INTERVENTION EXIT POLICY

(A) Cancellations and/or No Shows

1. Hardin County Early Intervention will exit the child from the Early Intervention program if any of the following apply:
 - The family is a no-show three consecutive times for a scheduled component of the eligibility process or for scheduled intervention services. Failure to confirm the scheduled appointment is considered a no-show.
 - The family fails to respond to communication three consecutive times from the time the family is assigned an Early Intervention Service Coordinator (EISC), or from the time the family is assigned an Early Intervention Service Provider.
 - The family cancels four consecutive scheduled components of the eligibility process or intervention services
2. If the child has been determined eligible, has completed the Individualized Family Service Plan (IFSP) process, and has an Early Intervention Service Provider, the Early Intervention Service Provider will notify the EISC of the failed contact attempts.
 - a. The EISC will make one final attempt to reach the family, communicating the same message through telephone and through email, allowing them 48 hours to respond.
 - b. The EISC will send the Prior Written Notice (PWN) of Exiting (EI-10) to the family.
 - c. The EISC will communicate to the Early Intervention Manager and Early Intervention Service Provider the date the PWN of exiting was sent to the family, as well as any communication with the family following this attempt, including when the child will be exited if no contact is made.

(B) **Exit Criteria**

- a. In addition to excessive no-shows or cancellations noted above, Hardin County Early Intervention will exit a child from the Early Intervention program when any of the following apply as outlined in rule 5180-10-02 of the OAC:
- i. The child reaches the age of three.
 - ii. The child was screened and not suspected of having a developmental delay or disability and the parent did not request an evaluation.
 - iii. The required evaluation or assessment was not completed.
 - iv. The child does not meet the eligibility requirements for EI services.
 - v. The child moved out of the state of Ohio.
 - vi. The child's IFSP outcomes are met, and the team determined no additional IFSP outcomes are needed.
 - vii. The parent is no longer interested in or able to participate in early intervention.
 - viii. The parent could not be located.
 - ix. The child transitioned to part B services with an individualized education program (IEP) prior to the age of three.

Hardin County Board of Developmental Disabilities
POLICY

Policy Number: P-6	Page: 1	Of: 35
Title: Personnel – Benefits & Leave		
Regulatory Authority:		
Effective Dates: 5/18/15, 6/15/15, 10/19/15, 8/15/16, 8/21/17, 8/20/18, 8/19/19, 8/17/20, 8/16/21, 10/17/22, 6/17/24, 5/20/25		
Reviewer/Job Title: Superintendent or designee		

PERSONNEL
BENEFITS AND LEAVE

(A) SICK LEAVE POLICY

(1) An employee may request sick leave for absences resulting from illness or funeral purposes as described below, provided they follow the "Notification of Absence" policy. Sick leave can only be used as described below, and is not intended to be "extra days off." Sick leave may be requested for the following reasons:

- (a) Illness, injury, or pregnancy-related condition of the employee;
- (b) Exposure of an employee to a contagious disease which could be communicated to and jeopardize the health of other employees;
- (c) Examination of the employee, including medical, psychological, dental, or optical examination, by an appropriate licensed practitioner;
- (d) Illness, injury, or pregnancy-related condition of a member of the employee's immediate family where the employee's presence is reasonably necessary for the health and welfare of the employee or affected family member;
or
- (e) Examination, including medical, psychological, dental, or optical examination, of a member of the employee's immediate family by an appropriate licensed practitioner where the employee's presence is reasonably necessary.

(2) For purposes of sick leave the "immediate family" is defined as only: mother, father, brother, sister, child, spouse or significant other (one who stands in place of the spouse and resides with employee), grandparent, grandchild, mother-in-law, father-in-law, sister-in-law,

brother-in-law, daughter-in-law, son-in-law, stepparents, stepchildren, stepsiblings, legal guardian, or other person who stands in the place of a parent.

(3) The superintendent maintains the right to investigate any employee's absence. The physician certification must be authorized by the treating physician's office and verify that the employee was unable to work during the absence.

(4) For each completed hour in active pay status, an employee earns .0575 hours of sick leave. For purposes of this policy active pay status is defined as hours worked (including overtime), hours on vacation, hours on holiday leave, and hours in paid sick leave. Sick leave is not accrued during an unpaid leave of absence.

(5) Part-time employees accrue sick leave on a proportionate basis to the hours paid each pay period.

(6) The amount of sick leave time anyone (1) employee may accrue is unlimited.

(7) Sick leave shall be charged in minimum amounts of 1 hour increments.

(8) Employees absent on sick leave shall be paid at the same basic hourly, daily, or biweekly rate as when they are working.

(9) An employee requesting sick leave for the purpose of medical, dental, or optical examination appointments shall notify their supervisor or designee of the fact as far in advance as possible, in order that scheduling and work priorities might be adjusted accordingly. An employee requesting leave for other legal purposes shall inform their supervisor or designee of the fact and the reason by his or her scheduled starting time. The employee must contact their supervisor per department procedures and within the approved timeframes. Failure to comply with these minimum notification requirements or other sick leave policy may result in denial of sick leave. Prior to starting work, the employee shall formally request sick leave approval by completing his or her portion of the HCBDD's "Request for Leave." If medical attention was required, the employee may be required to submit a physician's certificate statement stating the employee was unable to work during the absence. For sick leaves that extend to 3 days a physician's certificate statement is required

(10) For the purpose of attending to ill or injured immediate family members, the procedure defined in (8) eight above will be adhered to.

(11) Employees must submit to any medical examination, nursing visit, or other inquiry that the HCBDD deems necessary in order to verify the proper use of sick leave, and the HCBDD will pay for such examination.

(12) Vacation leave may be used for sick leave purposes, at the employee's request and the approval of the superintendent or designee, per the defined vacation policy. Employees who have exhausted all sick leave, family medical leave, and vacation leave credits, may, at the discretion of the superintendent, be granted a personal leave of absence without pay for a period not to exceed six (6) months. Illnesses exceeding six (6) months will be treated as disability leave as outlined in policy. Employees on extended sick leave or leave of absence, in excess of 30 days, shall give a status report to Director of Operations at least every 30 days.

(13) An employee fraudulently obtaining sick leave, or anyone found falsifying sick leave records, shall be subject to disciplinary action in accordance with policies outlined in this manual. Employees found guilty of fraudulently obtaining such leave shall be required to reimburse the HCBDD the sick leave paid to them, and will be subject to appropriate discipline up to and including termination.

(14) Altering a physician's certificate or falsification of a written, signed statement shall be grounds for immediate dismissal.

(15) **Adoption leave:** An employee may use sick leave to cover an absence due to the placement of a child with the employee for adoption per FMLA Guidelines. An employee shall fill out the "Request for Leave" form and receive approval prior to taking such leave.

(16) **Credit for prior public service:** Employees who transfer between county departments or agencies, or who were previously employed by another public agency, or who are reappointed or reinstated, will be credited with the unused balance of accumulated sick leave, provided the time between separation, reappointment, or transfer does not exceed 10 years and provided the employee has not cashed in any portion of that balance under the Ohio Revised Code. The words "public agency" as used above means those entities required to provide sick leave under the Ohio Revised Code, including the state, counties, municipalities, all boards of education, civil service townships, etc., within the state. Villages, private industry councils, non-civil service townships, libraries organized as nonprofit corporations, and other entities not required to provide sick leave under the Ohio Revised Code are not "public agencies" for purposes of this policy. Notwithstanding the above or the Sick Leave Conversion Policy herein, if any "person removed for conviction of a felony" within the meaning of the Ohio Revised Code is "subsequently reemployed" by the HCBDD, such person is only qualified to accrue sick leave as if the individual were a new employee receiving no credit for prior service.

(17) The requirements for allowing sick leave transfers have been the subject of differing interpretations and legislative revisions. Therefore, to the extent the HCBDD has already allowed employees to transfer in sick leave credit prior to the adoption of this

policy, that credit is not negated with respect to employees already credited as of the adoption of this policy or revision.

(B) SICK LEAVE CONVERSION

(1) A HCBDD employee may elect at the time of retirement from active service and with 10 or more years of service with the state, any political subdivision, or a combination thereof, to be paid for one-fourth (¼) the value of the employee's accrued but unused sick leave credit not to exceed 30 days of accrued but unused sick leave.

(2) As used in this section, "retirement" means disability or service retirement under any state or municipal system in this state.

(3) Such payment shall be based on the employee's rate of pay at the time of retirement.

(4) Such payment shall be made only once and shall eliminate all sick leave credit accrued by the employee.

(5) Eligible HCBDD employees retiring from active service shall request such payment in writing, in order to initiate the payment process.

(6) The beneficiary of a deceased employee shall be eligible for the sick leave conversion benefits for which the employee would have otherwise qualified in accordance with Paragraph (A) above. Such payment shall be made in accordance with the Ohio Revised Code, or paid to the employee's estate.

(C) VACATION

(1) Full-time and Part-Time employees working 200 days or more are entitled to paid vacation leave according to the following eligibility guidelines (ORC 325.19 Vacation Leave):

End of Year 1 – earn 3.1 hours of vacation per each biweekly pay period

End of Year 7 - earn 4.6 hours of vacation per each biweekly pay period

End of Year 14 - earn 6.2 hours of vacation per each biweekly pay period

End of Year 24 – earn 7.7 hours of vacation per each biweekly pay period

(2) During the employee's first year of employment, the employee cannot take a vacation prior to the anniversary date of hire **unless the employee has prior years of service credit. In this instance, the employee may take vacation as soon as it is accumulated.** After one (1) year of service, the employee may submit a request to take

any accrued vacation leave. For the purpose of computing vacation, one (1) year of service shall be considered 26 biweekly pay periods.

(3) All employees accrue vacation at a ratio based on the number of regularly scheduled hours per pay period divided by ~~80-76.92~~ times the hours listed in C above.

Examples:

Employee is regularly scheduled to work 65 hours per pay period; the accrual would be based on the ratio $65/\del{80}76.92.$

Employee is regularly scheduled to work ~~80~~ 76.92 hours per pay period but takes 10 hours off without pay; the accrual would be based on the ratio $70/\del{80}76.92$.

Formulas:

Number Hrs/week equals number days multiplied by number hrs/day divided by 26 pay periods.

Percentage of hours = number hours per week divided by average hours worked per week.

Vacation hours = percent of hours multiplied by accrual rate.

(4) ~~School Teachers and Classroom Aides~~ Full time and part time employees working less than 200 days per year accrue vacation leave at the following rate:

- 1 day after 7 years of service
- 2 days after 14 years of service
- 3 days after 24 years of service

(5) Active pay status is defined as hours actually worked, paid sick leave, vacation leave, and authorized paid holidays. Vacation credits are not earned while an employee is in inactive service such as leaves of absence, disciplinary suspensions, etc.

(6) Additional vacation leave is not accrued through the accumulation of paid overtime.

(7) Vacation scheduling is subject to the approval of the supervisor.

(8) Vacation leave is to be taken in minimum units of one half (.5) hour or as otherwise approved by the supervisor. Requests for vacation are to be submitted a minimum of 24 hours in advance to the supervisor on the leave request form.

(9) Vacation leave is to be taken within the ~~program year which ends on June 30 of each year~~ in which it is earned. Employees may be compensated at their current rate of pay for vacation leave they have accumulated during the previous year ending on the employee's anniversary date. This leave must be cashed in within 30 days following the anniversary date. Beyond this time, the employee may not cash in vacation time from the previous year. The amounts an employee may cash in are as follows:

- 1 week for those with up through 14 years of service
- 2 weeks for those with over 14 years of service

(10) An employee may be permitted to carry over accumulated vacation leave for up to three (3) years ~~past their anniversary date~~. An employee requesting to carry over vacation must submit the "Request to Carry Over Vacation" to the Director of Operations prior to the end of the year during which the vacation accrued. Any vacation leave not used within three (3) years shall be eliminated from the employee's leave balance as shall any vacation leave not approved for carryover. In other words, if permitted, an employee is only allowed to have three years accrual of vacation, plus their current year accrual on the books at any one time. At the end of each ~~program year, on the employee's anniversary date~~, all earned vacation leave, in excess of three years accrual, will be deleted.

(11) An employee may not take his or her vacation leave prior to its being earned.

(12) Employees who resign or retire are entitled to compensation at their current rate of pay for any authorized earned but unused vacation leave to his or her credit at the time of separation. This applies even if an employee leaves the HCBDD and is rehired by another Hardin County appointing authority.

(13) Seniority for the purpose of calculating vacation is determined according to the total prior service the employee has with any county, the state (including a member of the Ohio National Guard), a city, village, township, city or local school district, or park district, per the Ohio Revised Code. Prior service need not be continuous; however, completion of a total of one (1) year of service is required before eligibility for vacation leave is established. The employee is responsible for providing written verification from previous qualified employers for any qualifying employment. Employees with at least one (1) year of qualifying prior service, as established herein, are not required to serve one (1) year with the HCBDD to be eligible to use vacation. Such individual is entitled to begin accruing, and using, vacation benefits immediately upon employment with the HCBDD.

(14) An employee who has retired in accordance with the provisions of OPERS or any retirement plan offered by the state, and who is subsequently hired by HCBDD after June

24, 1987, shall not have his prior service with the county, state, or any political subdivision of the state counted for the purpose of computing vacation leave. Vacation accrual for such employee shall be based only upon the service he is currently accruing with HCBDD.

(D) PROFESSIONAL DEVELOPMENT LEAVE

(1) The policy of the HCBDD is to develop and maintain the agency's human resource assets. Therefore, each employee will be granted professional development leave that does not exceed 5 days annually and has a direct correlation to HCBDD business.

(2) The leave shall be inclusive of travel time and expenses i.e. from the HCBDD offices to the location of the approved training, if the training event does not require a full work day, as defined in HCBDD policy, the employee is required to complete their work day at an approved location. All professional development must be approved by the Superintendent or designee.

(3) Additional development time requested by the superintendent or designee will be considered Administrative Leave and will not be considered Professional Development Leave.

(E) TUITION REIMBURSEMENT

(1) Each full-time employee of the Hardin County Board may be granted limited tuition reimbursement to attend accredited coursework based on the availability of funds. Reimbursement for coursework shall be contingent upon employee's enrollment in specialized coursework to stimulate and support their professional growth. Coursework must have a direct correlation to HCBDD business.

(2) Prior written approval of the Superintendent or designee on the standard leave form must be obtained prior to utilizing tuition reimbursement. Any individual will be personally responsible for all costs incurred for coursework attendance of the above nature if prior approval is not obtained. Requests for attendance should be submitted thirty (30) days prior to attendance, when possible. Requests for attendance must include the cost of such coursework and a course description to assure that the coursework shall have a direct correlation to HCBDD business. Reimbursements will be approved contingent upon the obtaining and documentation submittal of a grade of at least a C (2.0) or passing in a pass/fail course.

(3) Based upon the availability of funds, the Board may provide for each employee an annual (calendar year) tuition reimbursement of up to \$1,500.00. Costs for registration, textbooks, lab fees, lodging, meals and/or transportation shall not be reimbursable. All

requests for reimbursement shall be itemized and submitted to the Superintendent or designee on the proper forms. Reimbursement requests must include the original receipts and documentation which includes the submittal of a grade of at least a C (2.0) or passing in a pass/fail course. Reimbursement is considered taxable under the IRS guidelines and will be reimbursed through the employee's regular payroll check.

(4) Tuition reimbursement may not be accumulated and may only be granted in the maximum amounts approved on an annual basis.

(F) PERSONAL LEAVE

(1) All employees of the Hardin County board of Developmental Disabilities May utilize up to three (3) personal days per program year based on their normal hours of employment per day. Those employees who are hired between January 1 - March 31 are entitled to one (1) personal day prior to the new program year. Employees hired after March 31 become eligible for personal days at the beginning of the following program year. Personal days shall not accumulate from one program year to the next.

(2) Intermittent employees and part-time employees working less than 22.5 hours per week are not eligible for personal leave.

(3) Personal leave, as described in this policy, must be taken in minimum units of one (1) hour increments.

(4) Forty-eight hours prior written approval by the Supervisor on the standard leave form must be obtained before using this benefit. Supervisor may waive the required notification in specific circumstances.

(5) Personal leave with pay may not be accumulated and may only be used during the program year in which it is granted. **Unused personal leave will not be paid out when separating from the agency.**

(6) For purposes of this policy, the program year is defined as the period of time between July 1 of any year and June 30 of the following year.

(7) Approval of personal leave shall be based on the ability of the program to maintain adequate programming to the enrollees by conforming to program operation schedules.

(8) Personal Leave shall not be granted (approved) for use during mandatory annual program wide in-service days.

(9) Emergency requests shall be reviewed on an individual basis.

(G) FUNERAL LEAVE

(1) Any eligible employee may be granted usage of earned sick leave upon approval of the superintendent or designee for up to five (5) working days in the event of the death of an immediate family member. For purposes of this policy the "immediate family" is defined as only: mother, father, stepparent, brother, sister, child, stepchildren, stepsibling, spouse, or significant other (significant other as used in this definition means one who stands in place of a spouse and resides with the employee), grandparent, grandchild, mother-in-law, father-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, legal guardian or other person who stands in place of the employee's parent. For purposes of requesting funeral leave, the employee is required to follow the provisions outlined in the Sick Leave Policy of this manual regarding requests for sick leave.

(2) In the case of extended family, niece, nephew, aunt or uncle, the employee may be granted usage of sick leave upon the approval of the Superintendent or designee for up to three (3) days, dependent upon required travel time.

(H) CIVIL LEAVE POLICY

(1) Employees called for court jury duty to testify in a court of law shall complete a request for leave of absence form and attach a copy of the subpoena.

(2) The employee shall submit the completed Request for Leave of Absence form to the Director of Operations and shall indicate which option for payment the employee chooses.

(3) Upon the employee's return, depending upon the employee's choice of options, the Director of Operations shall turn the monies received for court or jury duty over to the county auditor.

(4) The Request for Leave of Absence form shall be retained in the employee's personnel file. The Director of Operations shall ensure that the employee is compensated for court or jury duty in the proper manner, based upon the employee's chosen option.

(I) MILITARY LEAVE

(1) **Active duty leave:** Military leave is governed by both state and federal laws. In general, any employee with more than 90 days tenure who voluntarily or involuntarily enters any of the armed services of the United States shall be granted a military leave of absence without pay. If not accepted for active duty, the employee shall be reinstated to the employee's former position without loss of seniority or status or reduction in pay.

Employees who complete their active duty obligation (without voluntarily reenlisting or extending that obligation) are entitled to their previous position within 30 days after their written request, provided such request is submitted within the statutorily required period following discharge or release from active duty. If temporary physical disability precludes the employee from performing the previous job, the employee shall be allowed up to one (1) year from the date of application to overcome such disability and return to work. Employees returning to previously held positions under these provisions shall receive credit for military service in areas affecting seniority status, rank, rating, increments, qualifications, etc., as though they had been continually employed.

(2) **Military Reserve leave:** The Ohio Revised Code requires that permanent public employees, who are members of Ohio National Guard, Ohio Organized Militia, or other reserve components of the armed forces of the United States be authorized up to 176 hours of leave (or for a “public safety employee” seventeen (17) 24-hour days or 408 hours) without loss of pay per calendar year for military duty or training. This payment is in addition to the gross uniformed pay and allowances the employee receives from the military.

Military Reserve leave in excess of 176 hours: Any permanent public employee called to military duty for a period in excess of the 176 hours because of an executive order issued by the President of the United States, because of an act of Congress, or because of an order to perform duty issued by the governor pursuant to the Ohio Revised Code, is entitled to be paid the difference between the employee’s gross monthly wage or salary and the gross uniformed pay and allowances up to \$500.00 per month. If the gross uniformed pay and allowances equals or exceeds the employee’s regular gross monthly wage or salary normally paid by the HCBDD, the employee is not entitled to any additional compensation from the HCBDD after being compensated for the initial 176 hours per calendar year.

(4) **Request for leave:** Employees are required to submit to the HCBDD a copy of the published orders authorizing the military duty or a written statement from the appropriate military commander authorizing such duty. Employees requesting such leave will also be required to complete and submit a request for leave.

(5) Employees are required to submit to their department head a copy of their military orders and a completed Request for Leave form outlining the anticipated duration of the military leave.

(J) ASSAULT LEAVE

(1) The HCBDD adopts a policy of assault leave by which an employee who is absent due to physical disability resulting from an assault, which occurs in the course HCBDD

business, will be maintained on full pay status for the length of time required to recuperate. The length of absence will not exceed the period prescribed by an Ohio Licensed Medical Practitioner. Absence will not count against the employee's accrued vacation, sick or personal leave per the Ohio Revised Code.

(2) Any cost accrued by the employee, as a result of the assault, that is not covered by typical means (Workers Compensation and/or HCBDD provided insurances) will be reimbursed by the HCBDD.

(K) COMMUNITY SERVICE LEAVE

(1) The HCBDD hereby establishes a total of thirty (30) Community Service Days for the agency that will be available to employees based upon established procedures, guidelines, and priorities. The purpose of these days is to (1) give staff paid time off that (2) will allow them the opportunity to "give back" to the Hardin County community without having to use other paid leave days such as Personal or Vacation Days. These days are not intended to supplant the normal use of Personal Days or vacation days. But rather, they are intended to demonstrate the Board's commitment to being a valued contributing member of the community by allowing staff to do just that, give back to the community.

(2) At least 3 days shall be available each quarter and requests to use a Community Service Day shall be submitted by interested employees and will be reviewed and approved by the Superintendent or a person/committee so designated by the Superintendent. Procedures and guidelines will be established by the Superintendent in order to implement this policy but shall require as a minimum:

- (a) Community Service Days are not to be awarded in lieu of volunteer work performed by staff outside their normal working hours;
- (b) Community Service Days may be approved in increments of half hour units;
- (c) Community Service Days may not be awarded alongside another personal or vacation day unless the time off is requested for the same reason as the Community Service Day;
- (d) No more than 16 hours may be given to any single employee during a program year.

(L) WORKERS' COMPENSATION POLICY

(1) State law provides that all employees are covered by workers' compensation for injuries that arise out of or in the course of employment.

- (2) All injuries which arise out of or in the course of employment shall be reported and compensated for under this workers' compensation section and not under the HCBDD's health insurance plan.
- (3) **Injury and near miss reports:** When an employee is injured during the course of employment, the employee's supervisor shall direct the employee to complete the staff incident form in the Works program. These forms shall be completed regardless of the apparent seriousness of the injury and whether or not medical attention is required. Such forms shall be completed by the employee and forwarded to the employee's supervisor within 24 hours of the injury. The supervisor shall review and add any additional information and complete the form(s).
- (4) **Application for payment of compensation and medical benefits:** When, in addition to medical attention, an employee's injury results in an employee's absence from work for seven (7) days or more, the employee may complete an "*Application for Payment of Compensation and Medical Benefits*" if such employee desires compensation for lost wages. This form shall be given to the Human Resource Manager for completion. This form shall then be forwarded to the auditor's office for compensation, with a copy to the risk manager.
- (5) **Return to work:** The HCBDD must be advised and continually updated if an employee continues to be absent due to a work-related injury. Employees are responsible for providing to HCBDD their estimated date of return. If it is determined that an individual has the ability to return to work with, "light" duties, the HCBDD will make every attempt to accommodate the requirement.
- (6) **Documentation:** Any documents received from the injured employee, the employee's physician, the hospital, or the state regarding workers' compensation claims must be immediately forwarded to the HCBDD Director of Operations..
- (7) **Wages on injury date:** Employees who are injured during the course of employment and who must leave work before completing their work period shall be paid at their regular rate for the balance of time left in their scheduled workday.
- (8) The HCBDD has three (3) options on how the injured employee is paid if time off work has occurred:
- (a) Allow the injured employee to apply for temporary total (TT);
 - (b) Repurchase of used sick leave; and
 - (c) Pay wage continuation.
- (9) **Repurchase of used sick leave:** An employee injured during the course of employment, and who makes application for workers' compensation payments, may elect

to use accrued sick leave in accordance with HCBDD policy prior to receiving payments from workers' compensation. Employees shall sign an agreement directing all workers' compensation payments to the HCBDD as reimbursement for such payments and shall have a proportionate amount of their sick leave restored upon receipt of the workers' compensation payments by the HCBDD. Additional vacation and sick leave are not earned while an employee is on workers' compensation.

(11). **Simultaneous payments:** Employees are prohibited from receiving payments for sick leave (but may receive other paid leave) while simultaneously receiving payment from Workers' Compensation.

(12) **Accommodation of disabled employee:** When confronted with an employee claiming a disability under the Workers' Compensation system, who is disabled as defined in the ADA, the HCBDD will consider making a reasonable accommodation that would allow the employee to continue performing the essential functions of the employee's position.

(M) LEAVE OF ABSENCE WITHOUT PAY

- (1) Upon the written request of a permanent employee, the superintendent may grant the employee a leave of absence without pay.
- (2) The maximum duration of a leave of absence without pay for personal reasons of the employee shall not exceed six (6) months.
- (3) The maximum duration of a leave of absence without pay for purposes of education, training, or specialized experience which would benefit the HCBDD, or for other related reasons, shall not exceed one (1) year.
- (4) The authorization of a leave of absence without pay is solely a matter of administrative discretion, and each request will be decided by the superintendent based upon its own merits.
- (5) Any employee on a leave of absence shall be entitled to continuing membership in the group health insurance plan; however, such employee shall pay the full amount of the premium for as long as such employee remains on leave and as long as the employee chooses to retain the insurance coverage.
- (6) Upon returning from a leave of absence, the employee is to be placed in their original position, or another position at a similar level of responsibility and with the same pay rate should the original position be abolished.

(7) When an employee fails to return to work upon the expiration of an authorized leave of absence without pay, that employee shall be considered as having resigned from the position.

(8) An employee who has received an authorized leave of absence without pay does not earn sick or vacation leave credit.

(9) If it is determined that an employee is abusing the leave of absence and not actually using the leave for the purposes specified, the superintendent or designee may cancel the leave and provide the employee with a written notice directing the employee to report for work.

(10) All leaves of absences are to be submitted on the request for leave form with any supporting documentation attached.

(N) DISABILITY LEAVE/SEPARATION

(1) This section outlines the conditions under which a disability leave or disability separation may be granted to classified employees, and procedures for administering their use. It is intended to outline the procedures to be followed after determining that no reasonable accommodation can be made which would allow the employee to perform the essential functions of the employee's position or other available vacant position for which the employee is qualified.

(2) **Voluntary reduction:** When an employee becomes physically unable to perform the essential functions of the employee's position even with a reasonable accommodation, but is still able to perform the duties of a vacant lower level position, the employee may voluntarily request reduction to the lower level position. Such request shall be in writing, shall state the reason for the request, and, if approved by the superintendent, will be attached to the implementing personnel action.

(3) **Involuntary disability separation or termination for failure to report for work:** Involuntary disability separation is effective in the following cases:

- (a) If an employee becomes unable to perform the essential job duties of the employee's position, subject to the Americans with Disabilities Act, and if the employee has exhausted family and medical leave and other available leaves, the superintendent or designee may involuntarily disability separate the employee; and
- (b) If an employee on disability leave is unable to return to work when the employee's disability leave is exhausted, then the superintendent or designee shall involuntarily separate (for disability) the employee if the employee

cooperates under this procedure, or remove the employee for being absent without leave if the employee does not cooperate. The superintendent shall do so by completing an Ohio Revised Code order indicating the reasons as "incompetency, neglect of duty, and nonfeasance" with an adequate explanation to make clear the underlying reasons are the employee's failure to report for work able to perform the essential functions of the employee's position. However, if the employee refuses to submit to an examination or to provide proof of disability, grounds for terminating employment shall be neglect of duty, nonfeasance, and failure of good behavior for failure to report for work without approved leave.

(4) **Medical examination:** Medical examinations are either required or permitted in relation to involuntary disability separation as follows:

- (a) **When required:** When requested by the superintendent or designee, a medical or psychological examination conducted by a licensed practitioner selected by the HCBDD, substantiating the disabling illness, injury, or condition, shall be required prior to involuntarily separating the employee unless the employee is hospitalized at the time the employee is involuntarily separated. The HCBDD shall bear the cost of the examination. Both the HCBDD and the employee shall receive the results of that examination and related documents, subject to the Ohio revised Code.
- (b) **When permitted:** The superintendent or designee may require an employee to submit to a medical or psychological examination in order to determine the employee's capability to perform the essential job duties of the employee's position with or without a reasonable accommodation. Such examination shall be conducted by a licensed practitioner as determined by the HCBDD. Prior to examination, the HCBDD must supply the examining practitioner with facts relating to the perceived disabling illness, injury, or condition and must supply additional information including physical and mental requirements of the employee's position, and responsibilities defined in job description. The cost of the examination shall be paid by the HCBDD. Both the superintendent and the employee shall receive the results of the examination and related documents subject to the Ohio Revised Code.
- (c) **Failure to appear for examination or refusal to submit:** The refusal to submit to the examination, the unexcused failure to appear for an examination, or the refusal to release the results of an examination will subject the employee to removal.

(5) **Right to pre-separation conference rights of appeal:**

- (a) The HCBDD shall institute pre-separation proceedings when the results of a medical or psychological examination conducted as provided by subsection D have been received and the HCBDD initially determines an employee is incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, and initially determines the employee is not eligible to receive benefits under a program provided by the HCBDD. Under such proceedings, a conference shall be scheduled and a 72 hour advanced written notice shall be provided to the employee. If the employee does not waive the right to the conference, then at the conference the employee has a right to examine the HCBDD's evidence of disability, to rebut such evidence, and to present testimony and evidence on the employee's own behalf.
- (b) If the HCBDD determines, after weighing the testimony presented and evidence admitted at the pre-separation conference, that the employee is capable of performing the essential job duties, then the pre-separation conference shall cease and the employee shall be considered to be fit to perform the essential job duties of the employee's position. If the HCBDD determines, after weighing the testimony presented and the evidence admitted at the pre-separation conference, that the employee is unable to perform the essential job duties, then the superintendent shall issue to the employee an Ohio Revised Code order of involuntary disability separation, as described above.
- (c) An employee so separated shall have the right to appeal in writing to the State Personnel Board of Review within 10 days following the superintendent's service upon the employee of the order of involuntarily disability separation.
- (d) The superintendent or designee shall notify the employee, at the time of the involuntary disability separation, of the required procedures to apply for reinstatement

(6) **Right to reinstatement rights of appeal:**

- (a) An employee may make a written request to the superintendent for reinstatement from an involuntary disability separation. The request shall be accompanied by substantial, credible medical evidence that the employee is once again capable of performing the essential functions of

the employee's job. Such requests shall be made not more than once every three (3) months and not later than two (2) years following the beginning of the disability separation, or a leave of absence followed by a disability separation.

- (b) When an involuntarily separated employee presents to the superintendent or designee substantial, credible medical evidence as provided by (E)(1) above, showing the employee is once again capable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation, the superintendent shall either reinstate the employee or require the employee to submit to a medical or psychological examination conducted as provided by subsection (C)(2) above.
- (c) The superintendent shall reinstate the employee after receiving the results of the examination if the superintendent or designee determines the employee is once again capable of performing the essential duties of the employee's assigned position with or without a reasonable accommodation.
- (d) The superintendent or designee shall institute pre-reinstatement proceedings if the superintendent or designee has received the results of the examination and initially determines the employee remains incapable of performing the essential job duties of the employee's assigned position with or without a reasonable accommodation. Under these proceedings, a hearing shall be scheduled and adequate advanced written notice shall be provided to the employee. If the employee does not waive the right to the hearing, the employee has a right at the hearing, to examine the HCBDD's evidence of continuing disability, to rebut such evidence, and to present testimony and evidence on the employee's own behalf.
- (e) If the superintendent or designee determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is once again able to perform the essential job duties of the employee's assigned position with or without a reasonable accommodation, then the superintendent shall reinstate the employee. If the superintendent or designee determines, after weighing the testimony presented and evidence admitted at the pre-reinstatement hearing, that the employee is not able to perform the essential duties of the employee's assigned position with or without a reasonable accommodation, then the superintendent shall not reinstate the employee.
- (f) If the superintendent or designee determines an employee, who has been involuntarily separated, has committed an act which is inconsistent

with the employee's disability, illness, or injury, then that act may be considered by the superintendent or designee when determining an employee's eligibility for reinstatement.

- (g) Once the superintendent or designee properly determines an employee is to be reinstated, the employee has a right to be assigned to a position in the classification the employee held at the time of involuntary disability separation. If the classification the employee held at the time of involuntary disability separation no longer exists or no longer is utilized by the HCBDD, then the employee shall be placed in a similar classification. If no similar classification exists, the employee may be laid off in accordance with the layoff procedures outlined elsewhere within this manual and may exercise any displacement rights which may exist under such procedures.
- (h) If the employee has been granted disability benefits by a state retirement system, the requirements of this rule shall apply for up to five (5) years, except a licensed practitioner shall be appointed by the Ohio Public Employee's Retirement Board and application for reinstatement shall not be filed after the date of service eligibility retirement.
- (i) An employee refused reinstatement as provided in subsection (E)(5) shall be notified in writing of the refusal to reinstate and of the right to appeal in writing to the State Personnel Board of Review within 30 days of receiving notice of the refusal to reinstate.
- (j) An employee who fails to apply for reinstatement within two (2) years following an involuntary disability separation, or a leave of absence followed by an involuntary disability separation, shall be deemed permanently separated from service except as otherwise provided above.

(O) HOLIDAYS

(1) All full-time and part-time county employees are entitled to the following legal holidays:

New Year's Day.....	January 1
Martin Luther King Day.....	Third Monday in January
President's Day.....	Third Monday in February
Memorial Day.....	Last Monday in May
Juneteenth	June 19
Independence Day.....	July 4

Labor Day.....	First Monday in September
Columbus Day.....	Second Monday in October
Veterans Day.....	November 11
Thanksgiving Day.....	Fourth Thursday in November
Day after Thanksgiving.....	Fourth Friday in November
Christmas Day	December 25

(2) If the holiday falls on Sunday, it will be observed on the following Monday; if it falls on a Saturday, it will be observed on the preceding Friday.

(3) If a holiday occurs while a full-time or part-time employee is on vacation or sick leave, vacation or sick leave will not be deducted from the employee's accrued balance.

(4) In observance of each authorized holiday, employees will normally be granted the day off work. Full-time and part-time employees shall receive straight time pay for each authorized holiday, based upon the number of hours normally scheduled for that day. Seasonal, temporary, and intermittent employees, however, shall not be granted holiday pay.

(5) A full-time employee who is required to work one (1) or more of these holidays to provide necessary minimum staff coverage may receive regular wages plus holiday pay or an alternative day off with regular pay, as determined by the Superintendent.

(P) ABSENCES

(1) Every employee is important to the successful operation of the HCBDD. Regular and predictable attendance and punctuality are essential functions of every employee's job.

(2) Absenteeism increases the workload of other employees and affects the quality of services. An employee is absent for purposes of this section if the employee fails to report to work for an entire scheduled workday and such absence has not been excused (as defined herein), or does not qualify for family medical leave. When utilizing sick leave or unpaid leave, it is the responsibility of the employee to request that the leave be charged against family and medical leave, and/or to provide sufficient and necessary information and documentation to the HCBDD so that the leave (family and medical leave) may properly be charged.

(3) When an employee begins to show patterns or trends of absences, the supervisor should review and address these individuals using the disciplinary process.

(4) FLSA nonexempt employees will not be paid for the period of time the employee has been absent if such absence has not been covered with approved leave. Employees are required to use their sick time for an absence if they have time in their account.

Supervisors may make exceptions for employees who might make up time missed for a physician appointment within that same day. There are exceptions where to deduct pay for FLSA-exempt employees.

- (a) Absences without adequate and proper notification to the supervisor, as discussed herein, will result in an employee being counseled, disciplined, and subject to termination in accordance with HCBDD policy.

(Q) UNAUTHORIZED LEAVES

(1) Any HCBDD employee who is absent from duty without authorized leave and notice to the department manager or designee, shall be subject to disciplinary action up to and including termination.

(R) FAMILY AND MEDICAL LEAVE POLICY

(1) **Statement of Policy.** Eligible employees may request time off for family and/or medical leave of absence with job protection and no loss of accumulated service provided the employee meets the conditions outlined in this policy and returns to work in accordance with the Family and Medical Leave Act of 1993.

(2) **Definitions.** As used in this policy, the following terms and phrases shall be defined as follows:

- (a) **Family and/or medical leave of absence:** An approved absence available to eligible employees for up to twelve (12) weeks of unpaid leave per year under particular circumstances. Such leave may be taken only for the following qualifying events:
 - (i) Upon the birth of an employee's child and in order to care for the child;
 - (ii) Upon the placement of a child with an employee for adoption or foster care;
 - (iii) When an employee is needed to care for a family member who has a serious health condition;
 - (iv) When an employee is unable to perform the functions of his position because of the employee's own serious health condition; and
 - (v) Qualifying service member leave.

- (b) Service-member Leave: The spouse, parent or child of a member of the U.S. military service is entitled to twelve (12) weeks of FMLA leave due to qualifying exigencies of the service-member being on “covered active duty” or receiving a “call to covered active duty.” In addition, a spouse, child, parent or next of kin (nearest blood relative) of a service-member is entitled to up to twenty-six (26) weeks of leave within a “single twelve (12)-month period” to care for a service-member with a “serious injury or illness” sustained or aggravated while in the line of duty on active duty. The “single twelve (12)-month period” for leave to care for a covered service-member with a serious injury or illness begins on the first day the employee takes leave for this reason and ends twelve (12) months later, regardless of the twelve (12) month period established for other types of FMLA leave.
- (c) Per year: A rolling twelve (12) month period measured forward from the date an employee uses any leave under this policy.
- (d) Serious health condition: Any illness, injury, impairment, or physical or mental condition that involves:
- (i) Inpatient care;
 - (ii) Any period of incapacity of more than three consecutive calendar days that also involves:
 - Two or more treatments by a health care provider, the first of which must occur within seven (7) days of the first day of incapacity and both visits must be completed within thirty (30) days; or
 - Treatment by a health care provider on one occasion that results in a regimen of continuing treatment under the supervision of a health care provider.
 - (iii) Any period of incapacity due to pregnancy or for prenatal care.
 - (iv) A chronic serious health condition which requires at least two “periodic” visits for treatment to a health care provider per year and continues over an extended period of time. The condition may be periodic rather than continuing.

- (v) Any period of incapacity which is permanent or long term and for which treatment may not be effective (i.e., terminal stages of a disease, Alzheimer's disease, etc.).
- (vi) Absence for restorative surgery after an accident/injury or for a condition that would likely result in an absence of more than three days absent medical intervention. (i.e., chemotherapy, dialysis for kidney disease, etc.).
- (e) Licensed health care provider: A doctor of medicine, a doctor of osteopathy, podiatrists, dentists, optometrists, psychiatrists, clinical psychologists, and others as specified by law.
- (f) Family member: Spouse, child, parent or a person who stands "*in loco parentis*" to the employee.
- (g) Covered Service-member: Means either:
 - (i) A member of the Armed Forces, including a National Guard or Reserve Member, who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or
 - (ii) A covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a National Guard or Reserves Member, at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran.
 - (iii) Note: An individual who was a member of the Armed Forces (including National Guard or Reserves) and who was discharged or released under conditions other than dishonorable prior to March 8, 2012, the period of October 28, 2009 and March 9, 2012, shall not count toward the determination of the five-year period for covered veteran status.
- (h) Outpatient Status: The status of a member of the Armed Forces assigned to a military medical treatment facility as an outpatient or to a unit established for the purpose of providing command and control of members of the Armed Forces receiving outpatient medical care.

- (i) Next Of Kin: The term “next of kin” used with respect to a service-member means the nearest blood relative of that individual.
- (j) Serious injury or illness, for purposes for the 26 week military caregiver leave means either:
 - (i) In the case of a current member of the Armed Forces, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating; and
 - (ii) In the case of a covered veteran, means an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the member became a veteran, and is:

A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member’s office, grade, rank, or rating; or

A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or

A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or

An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

- (k) Covered Active Duty or Call to Covered Active Duty:
- (i) In the case of a member of a Regular Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country (Active duty orders of a member of the Regular components of the Armed Forces generally specify if the member is deployed to a foreign country).
 - (ii) In the case of a member of the Reserve components of the Armed Forces means duty during the deployment of the member with the Armed Forces to a foreign country under a Federal call or order to active duty in support of a contingency operation pursuant to specific sections of the U.S. Code, as outlined in 29 CFR § 825.126.
- (l) Deployment to a foreign country: Deployment to areas outside of the United States, the District of Columbia, or any Territory or possession of the U.S., including international waters.
- (m) Qualifying Exigency (for purposes of the twelve (12)-week qualifying exigency leave) includes any of the following:
- (i) Up to seven days of leave to deal with issues arising from a covered military member's short notice deployment, which is a deployment of seven (7) or fewer days' notice;
 - (ii) Military events and related activities, such as official ceremonies, programs, or events sponsored by the military, or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the active duty or call to active duty status of a covered military member;
 - (iii) Qualifying childcare and school activities arising from the active duty or call to active duty status of a covered military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis; enrolling or transferring a child to a new school; and attending certain school and daycare meetings if they are necessary due to circumstances arising from the active duty or call to active duty of the covered military member;

- (iv) Making or updating financial and legal arrangements to address a covered military member's absence, such as preparing powers of attorney, transferring bank account signature authority, or preparing a will or living trust;
- (v) Attending counseling provided by someone other than a health care provider for oneself, the covered military member, or a child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member;
- (vi) Rest and recuperation leave of up to fifteen (15) days to spend time with a covered military member who is on short-term, temporary, rest and recuperation leave during the period of deployment. This leave may be used for a period of 15 calendar days from the date the military member commences each instance of Rest and Recuperation leave;

Attending certain post-deployment activities within ninety (90) days of the termination of the covered military member's duty, such as arrival ceremonies, reintegration briefings, and any other official ceremony or program sponsored by the military, as well as addressing issues arising from the death of a covered military member;

- (viii) Qualifying parental care for military member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age, when the parent requires active assistance or supervision to provide daily self-care in three or more of the activities of daily living, as described in 29 C.F.R. § 825.126, and the need arises out of the military member's covered active duty or call to covered active duty status; and
- (viii) Any qualifying exigency which arose out of the covered military member's covered active duty or call to covered active duty status.

(3) **Leave Entitlement.** To be eligible for leave under this policy, an employee must meet all of the following conditions:

- (a) Worked for the agency for at least twelve (12) non-consecutive months, or fifty-two (52) weeks;

- (b) Actually worked at least one thousand two hundred fifty (1,250) hours during the twelve (12) month period immediately prior to the date when the FMLA leave is scheduled to begin; and
- (c) Work at a location where the HCBDD employs fifty (50) or more employees within a seventy-five (75) mile radius.
 - (i) The entitlement to FMLA leave for the birth or placement for adoption or foster care expires at the end of the twelve (12) month period following such birth or placement.
 - (ii) Spouses who are both employed by the agency are jointly entitled to a combined leave total of twelve (12) weeks (rather than twelve (12) weeks each) for the birth of a child, upon the placement of a child with the employees for adoption or foster care, and for the care of certain family members with serious health conditions.

(4) **Use of Leave.** The provisions of this policy shall apply to all family and medical leaves of absence as follows:

- (a) **Generally:** An employee is only entitled to take off a total of twelve (12) weeks of leave per year under the FMLA. As such, employees will be required to utilize their accumulated unused paid leave (sick, vacation, etc.) in conjunction with their accumulated unused unpaid Family Medical Leave. Employees will be required to use the type of accumulated paid leave that best fits the reason for taking leave and must comply with all procedures for requesting that type of leave as stated in the relevant policy. Any time off that may legally be counted against an employee's twelve (12) week FMLA entitlement will be counted against such time.
- (b) **Birth of An Employee's Child:** An employee who takes leave for the birth of his or her child must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period. However, if the employee requests leave for the employee's own serious health condition as a result of the pregnancy or post-partum recovery period, the employee will be required to exhaust all of her sick leave prior to using unpaid leave for the remainder of the twelve (12) week period. (*Note: See section E below for information on disability leaves.*)

- (c) Placement of a Child for Adoption or Foster Care: An employee who takes leave for the placement of a child for adoption or foster care must first use all available accrued paid vacation leave prior to using unpaid leave for the remainder of the twelve (12) week period.
- (d) Employee's Serious Health Condition or Family Member's Serious Health Condition: An employee who takes leave because of his serious health condition or the serious health condition of his family member must use all available accrued paid leave prior to using unpaid leave for the remainder of the twelve (12) week period. Dependent on the circumstance, the HCBDD may require the utilization of FMLA upon the first request of leave.

(5) **FMLA and Disability/Workers' Compensation**. An employee who is eligible for FMLA leave because of their own serious health condition may also be eligible for workers' compensation if the condition is the result of workplace accident or injury. Regardless of whether the employee is using worker's compensation benefits, the HCBDD may designate the absence as FMLA leave, and count it against the employee's twelve (12) week FMLA entitlement if the injury or illness constitutes a serious health condition under the FMLA. In addition, as these may be compensated absences, if the employee participates in the worker's compensation program, the employee is not eligible to use paid leave of any type (except as supplemental benefits, if applicable and requested by the employee), nor can the HCBDD require him to do so, while the employee is receiving compensation from such a program.

(6) **Procedures for Requesting FMLA Leave**. Requests for FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave or as soon as practicable prior to the commencement of the leave. If the employee fails to provide thirty (30) days' notice for foreseeable leave with no reasonable excuse for the delay, the leave may be denied until at least thirty (30) days from the date the HCBDD receives notice. The employee must follow the regular reporting procedures for each absence.

FMLA requests must be submitted on a standard leave form prescribed by the HCBDD. The HCBDD will determine whether the leave qualifies as FMLA leave, designate any leave that counts against the employee's twelve (12) week entitlement, and notify the employee that the leave has been so designated.

When an employee needs foreseeable FMLA leave, the employee shall make a reasonable effort to schedule the treatment so as not to unreasonably interfere with the HCBDD's operations.

(7) **Certification of Need for FMLA Leave for Serious Health Condition**. An employee requesting FMLA leave due to their family member's serious health condition

must provide a doctor's certification of the serious health condition, which must designate that the employee's presence is reasonably necessary. Such certification shall be submitted at the time FMLA leave is requested, or if the need for leave is not foreseeable, as soon as practicable. An employee requesting FMLA leave due to the birth or placement of a child must submit appropriate documentation at the time FMLA leave is requested.

If the medical certification is incomplete or insufficient, the employee will be notified of the deficiency and will have seven (7) calendar days to cure the deficiency.

The HCBDD may require a second medical opinion prior to granting FMLA leave. Such opinion shall be rendered by a health care provider designated or approved by the HCBDD. If a second medical opinion is requested, the cost of obtaining such opinion shall be paid for by the HCBDD. If the first and second opinions differ, the HCBDD, at its own expense, may require the binding opinion of a third health care provider approved jointly by the HCBDD and the employee. Failure or refusal of the employee to submit to or cooperate in obtaining either the second or third opinions, if requested, shall result in the denial of the FMLA leave request.

Employees who request and are granted FMLA leave due to serious health conditions may be required to provide the HCBDD periodic written reports assessing the continued qualification for FMLA leave. Further, the HCBDD may request additional reports if the circumstances described in the previous certification have changed significantly (duration or frequency of absences, the severity of the condition, complications, etc.), or if the HCBDD receives information that casts doubt on the employee's stated reason for the absence. The employee must provide the requested additional reports to the HCBDD within fifteen (15) days.

(8) **Certification for Leave taken because of a Qualifying Exigency**. The HCBDD may request that an employee provide a copy of the military member's active duty orders to support the request for qualifying exigency leave. Such certification for qualifying exigency leave must be supported by a certification containing the following information: statement or description of appropriate facts regarding the qualifying exigency for which leave is needed; approximate date on which the qualifying exigency commenced or will commence; beginning and end dates for leave to be taken for a single continuous period of time; an estimate of the frequency and duration of the qualifying exigency if leave is needed on a reduced scheduled basis or intermittently; appropriate contact information for the third party if the qualifying exigency requires meeting with a third party and a description of the meeting; and, if the qualifying exigency involves Rest and Recuperation leave, a copy of the military member's Rest and Recuperation orders, or other documentation issued by the military which indicates the military member has been granted Rest and Recuperation leave, and the dates of the military member's Rest and Recuperation leave.

(9) **Intermittent/Reduced Schedule Leave.** When medically necessary, an employee may take FMLA leave on an intermittent or reduced work schedule basis for a serious health condition. An employee may not take leave on an intermittent or reduced schedule basis for either the birth of the employee's child or upon the placement of a child for adoption or foster care with the employee unless specifically authorized in writing by the Superintendent or designee. Requests for intermittent or reduced schedule FMLA leave must be submitted in writing at least thirty (30) days prior to taking leave, or, as soon as practicable.

To be entitled to intermittent leave, the employee must, at the time such leave is requested, submit additional certification as prescribed by the HCBDD establishing the medical necessity for such leave. This shall be in addition to the documentation certifying the condition as FMLA qualifying. The additional certification shall include the dates and the duration of treatment, if any, the expected duration of the intermittent or reduced schedule leave, and a statement from the health care provider describing the facts supporting the medical necessity for taking FMLA leave on an intermittent or reduced schedule basis. In addition, an employee requesting foreseeable intermittent or reduced schedule FMLA leave may be required to meet with the superintendent or designee to discuss the intermittent or reduced schedule leave.

An employee who requests and is granted FMLA leave on an intermittent or reduced schedule basis may be temporarily transferred to an available alternative position with equivalent class, pay, and benefits if the alternative position would better accommodate the intermittent or reduced schedule. An employee who requests intermittent or reduced schedule leave due to foreseeable medical treatment shall make a reasonable effort to schedule the treatment so as not to unduly disrupt the HCBDD's operations.

(10) **Employee Benefits.** Except as provided below, while an employee is on FMLA leave, the HCBDD will continue to pay its portion of premiums for any life, medical, vision and dental insurance benefits under the same terms and conditions as if the employee had continued to work throughout the leave. The employee continues to be responsible for the payment of any contribution amounts he would have been required to pay had he not taken the leave, regardless of whether the employee is using paid or unpaid FMLA leave. Employee contributions are subject to any change in rates that occurs while the employee is on leave.

The HCBDD will not continue to pay the HCBDD portion of premiums for any life, medical, vision and dental insurance benefits if, while the employee is on FMLA leave, the employee fails to pay the employee's portion of such premiums or if the employee's payment for his portion of the premium is late by more than thirty (30) days; the HCBDD shall provide the employee written notice, by mail, 15 days prior to ceasing the premium payment. If the employee chooses not to continue health care coverage during FMLA

leave, the employee will be entitled to reinstatement into the benefit plan upon return to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition or circumstances beyond the employee's control, the HCBDD may seek reimbursement from the employee for any amounts paid by the HCBDD for insurance benefits the employee received through the HCBDD during any period of unpaid FMLA leave. Leave balances accrued by an employee prior to taking FMLA leave and not used by the employee as outlined in the section entitled "Use of Leave" will be retained by the employee.

FMLA leave, whether paid or unpaid, will not constitute a break in service. Upon the completion of unpaid FMLA leave and return to service, the employee will return to the same level of service credit as the employee held immediately prior to the commencement of FMLA leave. In addition, FMLA leave will be treated as continuous service for the purpose of calculating benefits which are based on length of service. However, specific leaves times (i.e., sick, vacation, and personal leave and holidays) will not accrue during any period of unpaid FMLA leave.

(11) **Reinstatement.** An employee on FMLA leave must give the HCBDD at least two business days' notice of their intent to return to work, regardless of the employee's anticipated date of return. Employees who take leave under this policy will be reinstated to the same or a similar position upon return from leave except that if the position that the employee occupied prior to taking FMLA leave is not available, the employee will be placed in a position which entails substantially equivalent levels of skill, effort, responsibility, and authority and which carries equivalent status, pay, benefits, and other terms and conditions of employment as the position the employee occupied prior to taking FMLA leave. The determination as to whether a position is an "equivalent position" will be made by the HCBDD.

An employee will not be laid off as a result of exercising their right to FMLA leave. However, the HCBDD will not reinstate an employee who has taken FMLA leave if, as a result of a layoff within the agency, the employee would not otherwise be employed at the time reinstatement is requested. An employee on FMLA leave has no greater or lesser right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during her FMLA leave.

Prior to reinstatement, employees who take FMLA leave based on their own serious health condition shall provide certification from the employee's health care provider that the employee is able to perform the essential functions of his position, with or without reasonable accommodation.

(12) **Records.** All records relative to FMLA leave will be maintained by the HCBDD as required by law. Any medical records accompanying FMLA leave requests will be kept separate from an employee's regular personnel file. To the extent permitted by law, medical records related to FMLA leave shall be kept confidential. Records and documents created for purposes of FMLA containing family medical history or genetic information as defined by the Genetic Information Nondiscrimination Act of 2008 (GINA) shall be maintained in accordance with the confidentiality requirements of Title II of GINA, which permit such information to be disclosed consistent with the requirements of FMLA.

(S) **CONTINUATION OF HEALTH CARE BENEFITS**

(1) **Overview.** Title X of the Consolidated Omnibus Budget Reconciliation Act of 1985 as amended (hereinafter "COBRA"), requires employers to permit Covered Employees (an employee enrolled in an employer sponsored health insurance program), their dependent children and their spouses who lose their right to participate in employer sponsored group health programs to purchase group coverage at their own expense. COBRA is limited to continuation of health related benefits. COBRA does not apply to life insurance, professional liability insurance, etc., nor does it waive open enrollment periods for employees who were not Covered Employees at the time of the Qualifying Event. Provided the Covered Employee was not terminated for gross misconduct, Covered Employees, their dependent children and their spouses may purchase continuation coverage as follows.

Qualifying Events. Eligibility for continuation coverage is triggered by the occurrence of a Qualifying Event that renders a Covered Employee, his/her dependent children or his/her spouse ineligible to participate in the Hardin County Board of Developmental Disabilities' ("Hardin County Board") health insurance programs. COBRA recognizes the following Qualifying Events:

- (a) The Covered Employee's Voluntary separation from employment including resignation for any reason;
- (b) The Covered Employee's involuntary termination for any reason except "gross misconduct;"
- (c) Reduction of the Covered Employee's work hours for any reason including change from full to part time employment, strike, layoff, or leave of absence;
- (d) Death of the Covered Employee;
- (e) The Covered Employee's loss of benefits by virtue of qualifying for Medicare;

- (f) Change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child; and
- (g) Bankruptcy of the Hardin County Board.

(3) **Qualified Beneficiary**. A Qualified Beneficiary is an individual who, on the day prior to the Qualifying Event, is covered under the Board's group health plan. Each Qualified Beneficiary may individually decide whether to enroll or forego continuation coverage under COBRA. COBRA recognizes the following people as Qualified Beneficiaries:

- (a) The Covered Employee;
- (b) The Covered Employee's spouse and
- (c) The Covered Employee's dependent children.

(4) **Coverage Period**. Depending on the nature of the Qualifying Event and whether the Qualified Beneficiary was disabled, continuation coverage is available for periods of 18, 29 or 36 months.

- (a) **18 month continuation**. Qualified beneficiaries may elect to continue coverage for up to 18 months following:
 - (i) The Covered Employee's Voluntary separation from employment including resignation for any reason;
 - (ii) The Covered Employee's involuntary termination for any reason except "gross misconduct;" or
 - (iii) Reduction of the Covered Employee's work hours for any reason including change from full to part time employment, strike, layoff, or leave of absence;
- (b) **Extension due to disability**. A Qualified Beneficiary who is disabled as defined by Title II or XVI of the Social Security Act at the time of any of the Qualifying Events described in Section A.1, A.2, or A.3, may elect to continue coverage for up to 29 months following the Qualifying Event. The Qualified Beneficiary must provide the plan administrator a copy of the Notice of Disability issued by the Social Security Administration before the initial, 18 month continuation period expires and no more than 60 days after receiving the Notice of Disability from the Social Security Administration.
- (c) **36 month continuation**. Qualified Beneficiaries may elect to continue coverage for up to 36 months following:

- (i) Death of the Covered Employee;
- (ii) The Covered Employee's loss of benefits by virtue of becoming eligible for Medicare; or
- (iii) Change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child.

(5) **Premiums**

- (a) Qualified Beneficiaries must pay the entire monthly premium for continuation coverage plus an administrative fee equal to 2% of premium.
- (b) Qualified Beneficiaries are not required to submit a premium and administrative fee with their "COBRA Election Form." The first payment – which must include all premiums and administrative fees due from the day coverage ended through the day on which the Board received the "COBRA Election Form" – is due 45 days after submission of the "COBRA Election Form."
- (c) Except for the initial payment, premiums and administrative fees are due on the first day of the month to which they apply. Premium and administrative payments are subject to a 30 day grace period. If the last day of the grace period falls on a day the Hardin County Board is not open for business, payment is due on the next working day. If the premium and administrative fee is not paid in full on or before the last day of the grace period, coverage is terminated and the Qualified Beneficiary is no longer eligible for continuation coverage.
- (d) Premiums and administrative fees must be paid in full by money order, certified check or cashier's check payable to the Hardin County Board of DD. The Hardin County Board shall not accept partial payments, cash, personal checks or credit cards. A payment is made on the day the Hardin County Board receives the entire premium and administrative fee in the form of a money order, certified check or cashier's check.
- (e) Continuation insurance is not effective, and no benefits will be paid, for any period for which a Qualified Beneficiary has not paid his/her premium and administrative fee.

(6) **Notice and Timelines**

- (a) The Hardin County Board or the plan administrator shall issue all notices to Qualified Beneficiaries required by this policy. Notices may be personally delivered or sent by first class or certified US mail, return

receipt requested. Notice to a Covered Employee's spouse constitutes notice to each Qualified Beneficiary residing with the spouse.

- (b) Notice from the Qualified Beneficiary to the Hardin County Board or the Plan Administrator shall be delivered to the Hardin County Board's administrative offices.
- (c) For purposes of this section, "Continuee" means a Qualified Beneficiary who elected continuation coverage following a Qualifying Event.
- (d) The following timelines govern this policy:
 - (i) The HCBDD or Plan Administrator shall notify Qualified Beneficiaries of their COBRA rights by certified mail within 30 days following commencement of coverage under the plan.
 - (ii) Notice of continuation coverage rights arising out of Qualifying Events *other than* change in family status due to the Covered Employee's Divorce or legal separation or emancipation of the Covered Employee's dependent child shall be issued as follows:
 - The Hardin County Board shall notify the plan administrator of the Qualifying Event no more than 30 days after that event occurs.
 - The plan administrator shall notify each Qualified Beneficiary of his or her right to Continuation Coverage no more than 14 days after it is notified of the Qualifying Event.
- (e) Notice of continuation coverage rights *due to change in the Covered Employee's family status* shall be issued as follows:
 - (i) The Covered Employee or a Qualified Beneficiary affected by the change in family status shall notify the Plan Administrator of the Qualifying Event no more than 60 days after it occurs.
 - (ii) The plan administrator shall notify each Qualified Beneficiary of his or her right to Continuation Coverage no more than 14 days after it is notified of the Qualifying Event.
- (f) Qualified Beneficiaries shall elect continuation coverage by submitting a "COBRA Election Form" to the Hardin County Board no more than 60 days following receipt of notice. Failure to elect continuation coverage within that time forever waives a Qualified Beneficiary's right to continuation coverage.
- (g) Premiums and administrative fees for the period beginning the day coverage ends through the day on which the Hardin County Board

received the “COBRA Election Form” are due 45 days after submission of the “COBRA Election Form.

- (h) Qualified Beneficiaries seeking an extension due to disability shall provide the plan administrator a copy of the Notice of Disability issued by the Social Security Administration before the initial, 18 month continuation period expires and no more than 60 days after receiving the Notice of Disability from the Social Security Administration.
- (i) Continuees shall be notified of all open enrollment periods. Notice shall include the open enrollment period’s dates, the options offered and the monthly premiums and administrative fees for each option.
- (j) Continuees shall be notified of all plan changes. Notice describing changes to the plan or premiums shall be sent as soon as practicable after the Hardin County Board learns of the change.

(7) **Termination of Coverage**

- (a) Continuation coverage shall be terminated as follows:
 - (i) At the end of the Coverage Period;
 - (ii) On the date a Qualified Beneficiary becomes Medicare eligible unless his/her eligibility is due to End Stage Renal Disease (ESRD) or because he/she is classified as a “disabled active individual” under a “large group health plan;”
 - (iii) The first day for which timely payment is not made to the plan;
 - (iv) The day the Hardin County Board ceases to maintain any group health plan;
 - (v) The date a Qualified Beneficiary both becomes covered under another group health plan and is not subject to an exclusion or limitation with respect to any pre-existing condition;
 - (vi) 30 days after the date a Qualified Beneficiary receiving the 11 month COBRA extension due to disability is ruled no longer disabled or
 - (vii) For Qualified Beneficiaries other than the Covered Employee and provided insurance was not otherwise terminated, 36 months after the Covered Employee qualifies for Medicare.



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May 6, 2025
Quotation # SC2026-606

Prepared For:
Hardin County Board of Disabilities
705 N. Ida St.
Kenton, Ohio 43326
Attn: Ken Mantz

QUOTATION: HVAC Planned Maintenance

Our preventative maintenance program is designed to keep your HVAC equipment running efficiently and to minimize down time and costly repairs. See attached scope of work for details

Term – November 1st, 2025, to October 31st, 2026

Equipment included in this proposal

- 1 Packaged air-cooled chiller
- 2 Boilers
- 1 Packaged Rooftop HVAC Unit
- 2 Air Handling Units
- 2 Variable Frequency Drives
- 9 Variable Air Volume Boxes
- 7 Hot Water Unit Heaters
- 5 Circulating Pump

Annual PM Total: \$10,980.00

Payment to be made as follows: Invoiced quarterly payments of \$ 2,745.00

With the acceptance of this PM contract the labor rates for the term of this contract will be held to:
Standard Labor Rate \$ 92.00 Overtime Labor rate \$ 138.00 Holiday Labor Rate \$ 184.00

Option: BAS – Remote Monitoring-Troubleshooting& Assistance

(see New Idea Controls scope of work for details)

Term – November 1st, 2025, to October 31st, 2026

Option Total: \$ 1,200.00

Note: Unless otherwise noted, firm quotation prices are valid for thirty (30) days from the date of this proposal. At the expiration of this period, the Contractor reserves the right to review these prices and adjust for any changes necessary. Any changes to scope of work demanded by state or local officials is not included in this proposal.

Date of Acceptance: _____

Contracted Organization _____

Signature _____

Respectfully submitted,

Dan Krietemeyer.



SC2026-606

Planned Maintenance Scope of Work

Chiller - 3 inspections

- *Inspect & clean condenser coils*
- *Check all electrical connections; tighten, as necessary.*
- *Inspect all contactors and relays.*
- *Check accuracy of temperature thermistors & system pressure transducers*
- *Check refrigerant charge & oil level on each circuit*
- *Check refrigerant filter driers for excessive pressure drop*
- *Check chilled water strainers pressure drop*
- *Check chilled water temperature drop evaporator approach temperature*
- *Check evaporator heaters & oil heaters operation*
- *Check the condition of condenser fan blades and that they are securely fastened to the motor shaft.*
- *Perform Service Test to confirm operation of all components.*

Boilers – 3 inspections

- *Inspect pilot & main burners, clean as needed*
- *Inspect and check operation of combustion air damper interlocks, boiler vent system*
- *Test flame safeguard control, high & low gas pressure safety switches and high temperature limit controls.*
- *Inspect and check operation of low water cut off control, relief valves*
- *Confirm operation of low fire start interlock, and boiler operating control.*
- *Provide a combustion analysis on each boiler and adjust burners as needed*

Packaged HVAC Unit – 4 inspections

- *Replace primary air filters twice per year*
- *Inspect & lubricate blower & blower motor bearings & adjust belt tension (belts to be replaced once per year)*
- *Inspect electrical components & tighten electrical connections*

Cooling PM

- *Clean condenser coils & condensate drain pans, flush drains*
- *Check system air temperature drop & system subcooling*
- *Check compressor amperages*

Heating PM

- *Inspect & clean burners, ignitors & flame sensors*
- *Inspect furnace heat exchangers & combustion blower assemblies*
- *Check furnace air temperature rise*

VFD's 2 inspections

- *Inspect electrical connections & cooling fan*
- *Blow out heat sink*
- *Review fault history & confirm VFD operation*

VAV Boxes - 1 inspection

- *Inspect zone valve & confirm operation*

Hot Water Unit Heaters – 2 inspections

- *Inspect & confirm operation of zone valves, fan motors & temperature controls*

Circulating Pumps – 2 inspections

- *Lubricate serviceable bearings & inspect pumps for leaks*
- *Check pump amps & operating pressures*
- *Inspect system check valves, pressure expansion tanks & auto fill valves*

Gas Water Heater - 2 inspections

- *Inspect and clean burners, ignitor & flame sensor*
- *Flush tank & clean strainers*
- *Test controls, safety controls*
- *Inspect flu piping*

Notes: This proposal does not include any additional repairs. A quote will be provided for the cost of any repairs that are found to be needed.



SC2026-606



3515 Elida Road Lima, OH 45807 Phone: 419-879-7557 Fax: 419-999-6593 www.newideacontrols.com

Base Scope of Services:

1. Monitor the building automation system (BAS) regularly for abnormal operation and address any programmatic issues that may arise.
2. Provide unlimited technical assistance and support for the maintenance staff and outside HVAC technicians to remotely troubleshoot and resolve issues.
3. Remote troubleshooting and responding to BAS alarms.
4. Provide software updates to the BAS as they become available or are required for customer use.
5. Create software backups of all Niagara Stations
6. On-going training as needed related to the Building Automation System.

TERMS AND CONDITIONS

All remote service maintenance work under this Agreement shall be performed during our remote working hours from 6:00 A.M. thru 5:00 P.M. Monday – Friday unless otherwise specified (Non-Federal Holidays).

Remote access to the BAS system will be accessible either through VPN or other similar methods for the period of time to fulfill the terms of this agreement

All remote service maintenance outside of normal business hours state above will be billed at a special rate of \$100/hr.

On Site Labor for repairs, or for emergency service shall be billed at the special rate of \$120.00 per hour for straight time, and \$175 per hour premium time, and special holiday rates of \$220.00 per hour. (Non-contract straight time rate is \$130/hr.)

Parts shall be billed at a 15% discount.

Occupational Therapist – Early Intervention

Hardin County Board of Developmental Disabilities

FLSA: Non-exempt

Reports to: **EI Manager**
 Department: Early Intervention

Status: Professional 180 days probation
 Hours: 8:00 a.m. to 4:00 p.m. (Flexible schedule upon supervisory approval); Additional hours as required to meet the operational needs of the Board—240 days for Early Intervention

Grade: 6

Approved: 5/20/25 Date:

SUMMARY:

This is specialized work to assure appropriate occupational therapy services are provided for eligible individuals enrolled in Early Intervention and/or Simon Kenton School. Under the general supervision of the EI Manager, the Occupational Therapist is responsible for assuring that services provided by the board are designed and implemented to enrich the lives of the eligible individual and meet program health and safety requirements. The Occupational Therapist must strive to meet the HCBDD published Mission Statement and exemplify the HCBDD defined Core Values.

QUALIFICATIONS:

Education/Experience –

- A graduate of a program in Occupational therapy accredited by the commission on accreditation of Occupational therapy education.
- Completion of supervised field work required for the program completion as indicated above.
- Preferred a minimum of one year field experience.

Credential/License –

- Current license to practice Occupational therapy in the state of Ohio.
- Must obtain and maintain First Aid and CPR certification.

Other –

- Must have reliable transportation.
- Must maintain a valid State of Ohio Driver's License if operating a personal vehicle for official agency business.

PRINCIPAL ACCOUNTABILITIES:

Evaluation of this position is based primarily on performance of the following essential functions, which include, but are not limited to:

1. Evaluation of a child in their own environment to determine level of development.
2. Provides recommendations to the family and staff in order to maximize the individuals learning potential.
3. Provides direct treatment, educates and/or consults with the child's team, including family members, to ensure progress to agreed upon goals.
4. Complete and maintain written consumers' records in a HCBDD approved repository.

5. Participates in staff development programs.
6. Perform measurements and evaluations to determine therapy requirements.
 - a. Records and evaluates findings to aid in establishing or revising treatment programs.
 - b. Updates goals according to child's requirements and departmental policies.
7. Works with other professional staff in delivering, evaluating and modifying plans; attends and participates in staff meetings.
8. Evaluates, fits and adjusts prosthetic and orthotic devices and recommends modifications to the Orthotists and/or Prosthetist.
9. Mentors/trains certified occupational therapy assistants, students, and other staff performing supportive services. As appropriate, evaluates services provided by assistants.
10. Maintains a cooperative relationship with co-workers and the family of each child in order to best facilitate and implement the Family Service Plan.
11. Maintains professional ethics in keeping with the confidentiality of information and material with which he/she will come in contact.
12. Other duties as assigned.

SUCCESS FACTORS:

To successfully perform this job, the following training, knowledge, skills and abilities are required.

Required Training: All HCBDD employees shall be required to complete all general mandatory training. These include, but are not limited to:

- Blood-borne pathogens, emergency communications, hazardous communications, slips/trips/falls, personal protective equipment, sexual harassment, drug free work place, violence in the workplace, MUI and fire prevention.
- Must obtain and maintain Board approved behavior support and crisis intervention training.

Knowledge:

- Proficient with computers and applicable software, ability to use general office equipment.
- Working knowledge and understanding of behavior support, individualized service plans, medical, psychosocial, orthopedic and psychiatric aspect of disability.
- Working knowledge of client rights, federal, state, HCBDD programs and HIPAA. Knowledge of applicable statutes, regulatory standards and reporting authorities

Language/Mathematical Skills:

- Ability to communicate effectively, both orally and in writing.
- Ability to perform basic math skills.

Reasoning Ability:

- Must be skilled in group facilitation, conflict resolution, crisis intervention and working through complex problem situations.

Other:

- Must possess a positive customer service attitude and image to all stakeholder groups. Must be able to work collaboratively and effectively with other agencies, professionals, staff, families and the public.
- Good leadership and organizational skills.
- Ability to keep accurate records.

- Must be able to tolerate the high demands of the position. The employee may be exposed to adverse weather conditions while driving and may be exposed to blood-borne pathogens, communicable diseases, potentially infectious materials and/or aggressive behavior.

GENERAL EXPECTATIONS:

Maintaining confidentiality is required. The employee is to report suspected or actual abuse/neglect, to follow the chain of command and to work effectively and cooperatively with others inside/outside the agency. Regular and predictable attendance is expected.

Preserving a valid certification, licensure or registration is expected for those positions that require such in order to continue employment. It is essential for the employee to maintain all training and inservices required by the position.

The HCBDD promotes a non-hostile and non-discriminating work environment. Employees must adhere to respectful conduct and language at all times. The Board expects all employees to follow policies/procedures of the department and Agency rules and regulations.

My signature below signifies that I have reviewed my position description and that I am aware of the contents and the requirements of the position.

Employee Signature: _____ Date: _____

***An Equal Opportunity Employer
And Service Provider***

Revised 5/20/25

Proposed Pay Scale for HCBDD Summer Program

	Hardin Experienc Salary	includes 15% for FICA	
Assistants	1 year	\$16.00	\$18.40
	2 year	\$16.48	\$18.95
	3 year	\$16.97	\$19.52
	4 year	\$17.48	\$20.11
	5 year	\$18.01	\$20.71
		AVG	\$19.54
Classroom Lead	1 year	\$20.43	\$23.49
	2 year	\$21.04	\$24.20
	3 year	\$21.67	\$24.93
	4 year	\$22.32	\$25.67
	5 year	\$22.99	\$26.44
		AVG	\$24.95
Program Coordinator	\$27.53	\$31.66	
Program Director		\$40.00	

Program Budget	Days	Hours	Rate	Total
Assistants	4	12	7	\$19.54 \$6,565.44
Leads	2	20	8	\$24.95 \$7,984.00
Program Coor	1	20	8	\$31.66 \$5,065.60
Director	1	15	8	\$40.00 \$4,800.00
			Total	\$24,415.04
			Cost	

Director -plans program, hires staff, communicates to families
 Program Coordinator--runs the day to day program, creates themes,

Leads run each classroom--similar to a teacher
Assistants--assist teachers with managing children in the group



Special Olympics
Ohio

HARDIN COUNTY



SPORTS BANQUET

SUNDAY,
JUNE 1ST
SIMON
KENTON
GYM
2PM



**REFRESHMENTS
WILL BE SERVED**

Hardin County Board of DD
Executive Session Agenda
May 20, 2025

1. Review of Special Olympics Contract
2. Review of Superintendent Proposal

Hardin County Board of Developmental Disabilities

Special Olympics Coordinator Contract

Article 1. PRELIMINARY MATTERS

- 1.1. **Parties** This contract is entered into by and between the HARDIN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES, (hereinafter "Board") and Lenora Prichard (hereinafter "Coordinator").
- 1.2. **Term** This contract shall be effective on 7/1/2025 and shall terminate on 6/30/2025.

Article 2. DEFINITIONS

- 2.1. **Applicable law** means those federal, state and local laws and regulations which govern the conduct of the parties to this Contract.

Article 3. REQUIREMENTS APPLICABLE TO THE PARTIES

- 3.1. **General Requirements.** The parties shall carry out their duties under this Contract in accordance with applicable requirements.

3.2 Responsibilities of the Board

- 3.3.1 To furnish on-site work space as needed.

3.4 Responsibilities of Coordinator

- 3.4.1 To effectively communicate and form relationships with individuals served through the Board.
- 3.4.2 To recruit and train coaches for all sports teams associated with the Hardin County Special Olympics program. Coaching is not a responsibility of this position.
- 3.4.3 To recruit athletes for all Special Olympics sports teams.
- 3.4.4 To keep appropriate records for and to maintain accreditation with Special Olympics Ohio.
- 3.4.5 To schedule games and secure facilities for games and practices.
- 3.4.6 To track required information including but not limited to, game schedules, team rosters, coach certifications, and athlete medical exams.

- 3.4.7 To coordinate logistics for all local and state Special Olympics competitions.
- 3.4.8 To schedule and effectively communicate with all athletes participating on teams and their support persons (parents/providers etc) in a variety of accessible modalities
- 3.4.9 To effectively communicate with the community regarding Special Olympics activities and events.
- 3.4.10 To attend all local, regional and state tournaments as determined by participation expectations of Hardin County Special Olympics athletes.
- 3.4.11 To complete, maintain and submit all required documentation in a timely manner to Special Olympics Ohio and to the Board.
- 3.4.12 To provide a monthly financial statement to the Superintendent's office of the Board for accounting purposes. A billing statement will be submitted by the Coordinator no later than 14 days following a month of service.

Article 4. COORDINATOR SERVICE REQUIREMENTS

- 4.1 **General.** Coordinator shall provide services set forth in this contract in accordance with applicable requirements.
- 4.2 **Ensuring Health and Safety.** Coordinator shall take all reasonable measures to ensure the health and safety of individuals receiving services under this contract. Coordinator agrees to have annual Major Unusual Incident/Abuser Registry Training provided by the Board.
- 4.3 **Criminal Background Check.** The Coordinator shall provide proof of annual Bureau of Criminal Identification and Investigation background check and DODD Abuser Registry check.
- 4.4 **Training.** The Coordinator agrees to complete all training that is required by Special Olympics Ohio, the Board, applicable requirements and any required plan of correction. **The Coordinator may submit expenses, if applicable, to the Board for the cost to register for training offered through Special Olympics Ohio. Elective trainings will be the responsibility of the Coordinator.** The Coordinator shall maintain records to document the receipt of such training
- 4.5 **Driver's License.** Coordinator will maintain a valid driver's license.
- 4.6 **Provider Autonomy.** Coordinator is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and service of individuals to whom services are rendered under this Contract. The Board recognizes the Coordinator as an independent contractor in carrying out its duties under this Contract and as a result, the Board shall have

no liability for undelivered services or any unpaid claims against the Coordinator by third parties.

Article 5. PAYMENT

5.1 General. The Board shall make payments required under this Contract for Special Olympic Coordination rendered under this Contract.

5.1.2 Unless this Contract specifically provides otherwise, all payments shall be made in full for services actually provided and for which there is appropriate documentation as set forth in this Contract. The Coordinator shall accept the payment as payment in full and shall not seek additional reimbursement from any other source for services provided under this Contract.

5.2 Payment. The Board shall pay the Coordinator a sum of \$1380 per month. The entire cost of the contract shall not exceed \$16,560.

5.3 Payment procedures. The Board shall issue payments within fourteen (14) days of the receipt of an invoice and sufficient documentation that services were provided in accordance with the requirements of this Contract. No payment shall be made unless Provider has actually provided Special Olympic Coordination Services in accordance with the requirements of this Contract. The Board shall have the option not to pay the Provider if he/she fails to submit invoices on a monthly basis.

Article 6. INDEMNIFICATION

Coordinator hereby agrees to indemnify and hold harmless the Board for any and all costs and expenses associated with carrying out Coordinator's duties under this contract. The Coordinator shall indemnify the Board to the extent permitted by law, against and hold the Board harmless from any and all claims, suits, damages (including compensatory and punitive damages), or causes of action against the Board which are the direct and proximate result of negligent and/or intentional acts and/or omissions on the part of the Coordinator, arising out of the performance of such duties by Coordinator, and against any orders or decrees or judgments which may be entered therein, brought for damages or alleged damages, resulting from any breach of duty, injury to person and/or property or loss of life sustained by any person or persons whatever in connection with services provided by Coordinator. Coordinator shall further indemnify the Board against and hold the Board harmless from any and all costs for the defense of such claims, suits, damages, or causes of action, including, but not limited to, the costs of attorney fees, provided that Coordinator may, at its sole discretion, elect to pay for the defense by counsel of the Board's interests in such action, which counsel shall be selected or approved by Coordinator, or to provide for such defense by counsel selected by the insurance carrier which is providing counsel to Coordinator.

Article 7. DISPUTE RESOLUTION

In the event of a dispute involving the parties regarding any provision under this contract, the parties shall attempt to resolve the dispute in accordance with Applicable Requirements, including but not limited to the procedures set forth in Section 5126.036 of the Ohio Revised Code.

Article 8. TERMINATION, MODIFICATION AND AMENDMENT

8.1 Termination. This Contract may be terminated by either party at any time for any reason by providing the other party with notice in writing not less than thirty (30) days prior to terminating this Contract. The Board, after due consideration of the nature and severity of the action or issue, may dismiss the provider immediately, without notice, hearing or opportunity to cure, for any of the following:

1. Any act that is of a very serious or possibly criminal nature and/or which causes a critical disruption to Hardin County Special Olympics or the Board in terms of decreased productivity, efficiency, and/or morale. This includes, but is not limited to, a substantiated MUI of abuse, neglect, or rights violation of a person with a developmental disability.
2. Any action or creation, or participation in a situation that recklessly or intentionally causes a significant risk to the mental or physical health of any other person;
3. Violation of the Board's sexual harassment and/or non-discrimination policies.
4. Failure to abide by the terms of this contract.

8.2 Modification and Amendment. This Contract may be amended or modified by agreement of the parties in writing and attached hereto.

Article 9. MISCELLANEOUS

9.1 Entire Agreement. It is acknowledged by the parties hereto that this Contract supersedes any and all previous written or oral agreements between the parties concerning the subject matter of this Contract.

9.2 Severability. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to this Contract.

9.3 Notices. All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given if and when personally delivered or sent, postage prepaid, by certified mail:

TO: HARDIN COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
705 North Ida Street
Kenton, Ohio 43326

TO: Lenora Prichard
101 South Rangeline Road
Dunkirk, Ohio 45836

9.4 **Governing law** This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

9.5 **Captions** The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

9.6 **Waiver** The waiver of breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

SIGNATURES

The parties hereto have caused this Contract to be executed by their duly authorized officers as of the day and year first above written and in accordance with Section 5126.035 of the ORC and the terms and conditions contained herein.

The Hardin County Board of Developmental Disabilities

By: _____
Kara Brown, Superintendent

Date: _____

By: _____
Lenora Prichard, Coordinator

Date: _____

Name (Print) _____

Title: _____

PROPOSAL 5/11/25

Current Status

- Hardin has been tossing around the idea of no longer sharing a superintendent
- Hardin believes it has impacted superintendent's performance for Hardin
- Union Staff have expressed concerns about continuing to share
- Superintendent retires at the end of 2026
- Union plans to no longer share a superintendent after 2026
- Hardin must decide how it wants to move forward

Proposal

- Hardin and Union **stop sharing** a superintendent at the end of **2025**.
- Current superintendent moves to Hardin County full time.
- Union County moves forward with their succession planning one year earlier than they had originally planned

Effects on Hardin County

- Full time superintendent
- Superintendent can evaluate the effectiveness of full time position
- Increase cost of approximately \$50,000 (based on comparison of Supt salaries across contiguous, similar sized programs and similar sized counties)
 - Increase salary and pay full benefits rather than 50%
- Increase costs for travel and training 100% rather than 50% (less than \$2000/year)

Things that don't change for Hardin

- School Age supervisor through ESC
- Preschool Supervisor through ESC

Effects on Union

- Union can move forward with succession planning one year earlier than anticipated.
- 100% focus of Superintendent
- Move through transition of program and start immediately with new superintendent
- Increase cost of superintendent salary approximately \$30,000 (already pays 100% of benefit cost)
 - Potential decrease in cost of Director Operations (eliminate Director of Operations and go back to Business Manager position) approximately \$20,000
 - Net increase of \$10,000

Effects on Superintendent

- 100% focus on Hardin County
- Approximately \$40,000 to 50,000 reduction in pay
- Increased driving time and mileage on vehicle

Things that would need to be worked out:

- Hardin and Union splitting vacation and sick leave buyouts at retirement. This should be shared between the two counties if this is to move forward.
- Rate at which Supt is paid out for vacation and sick leave. If the shared arrangement continues, superintendent receives payout at \$81.75 per hour.
 - If Proposal moves forward, Supt rate of pay is @ \$60.09 (approximately). This is a potential loss for superintendent of \$5,198 in sick leave buyout and approximately \$1700 to \$2599 in vacation payout (@\$7,000)

---Official Report Data Accurate as of April 25th, 2025 12:00am---

---This is a partial data set, due to one or more filters selected during the data export.---

Section	Position	County	Population	Enrollme	Highest	Hours	Shared	Position	Retire /	Pension	Highest	Annual Salary	With Pension
Board Op	Superinte	Noble	14410	75	-	-	-	Belmont/H	-	-	-	-	\$0.00
Board Op	Superinte	Monroe	13827	91	\$56.63	1952	No	-	No	Yes	-	\$110,541.76	\$121,595.94
Board Op	Superinte	Vinton	13045	95	\$8.19	2080	Yes	Hocking	No	Yes	15	\$17,035.20	\$18,738.72
Board Op	Superinte	Meigs	22974	98	\$54.62	1904	No	-	No	Yes	32	\$103,996.48	\$114,396.13
Board Op	Superinte	Adams	27685	98	\$62.98	2080	No	-	Yes	Yes	32	\$130,998.40	\$144,098.24
Board Op	Superinte	Paulding	18742	114	\$42.52	2080	Yes	Van Wert	No	Yes	15	\$88,441.60	\$97,285.76
Board Op	Superinte	Harrison	15132	135	-	-	-	Belmont/H	-	-	-	-	\$0.00
Board Op	Superinte	Wyandot	21907	184	\$48.38	2080	No	-	No	Yes	22	\$100,630.40	\$110,693.44
Board Op	Superinte	Jackson	32440	185	\$52.84	2080	No	-	No	Yes	13	\$109,907.20	\$120,897.92
Board Op	Superinte	Fayette	28609	212	\$56.40	1040	Yes	Highland	No	No	15	\$58,656.00	-
Board Op	Superinte	Williams	36760	214	\$50.35	2080	No	-	No	Yes	16	\$104,728.00	\$115,200.80
Board Op	Superinte	Gallia	29995	225	\$53.82	2000	No	-	No	No	-	\$107,640.00	-
Board Op	Superinte	Holmes	43954	258	\$58.26	2048	No	-	No	Yes	9	\$119,316.48	\$131,248.13
Board Op	Superinte	Putnam	33836	282	\$59.08	2080	No	-	No	Yes	11	\$122,886.40	\$135,175.04
Board Op	Superinte	Defiance	38024	295	\$50.03	2080	No	-	No	Yes	23	\$104,062.40	\$114,468.64
Board Op	Superinte	Hocking	28306	296	\$56.27	1768	Yes	Vinton	No	Yes	16	\$99,485.36	\$109,433.90
Board Op	Superinte	Hardin	31393	300	\$81.75	1040	Yes	Union	No	No	11	\$85,020.00	-
Board Op	Superinte	Carroll	27195	317	\$65.94	2016	No	-	No	Yes	18	\$132,935.04	\$146,228.54
Board Op	Superinte	Brown	43508	317	\$65.19	2080	No	-	No	No	26	\$135,595.20	-

---Official Report Data Accurate as of April 25th, 2025 12:00am---

---This is a partial data set, due to one or more filters selected during the data export.---

Section	Position	County	Populatio	Enrollme	Highest	Hours	Shared	Position	Retire /	Individual	Pension	Highest	Annual	Total with
Board Opi	Superinte	Adams	27685	98	\$62.98	2080	No	-	Yes	Yes	Yes	32	\$130,998.40	\$144,098.24
Board Opi	Superinte	Meigs	22974	98	\$54.62	1904	No	-	No	Yes	Yes	32	\$103,996.48	\$114,396.13
Board Opi	Superinte	Wyandot	21907	184	\$48.38	2080	No	-	No	Yes	Yes	22	\$100,630.40	\$110,693.44
Board Opi	Superinte	Jackson	32440	185	\$52.84	2080	No	-	No	No	Yes	13	\$109,907.20	\$120,897.92
Board Opi	Superinte	Fayette	28609	212	\$56.40	1040	Yes	Highland	No	No	No	15	\$58,656.00	
Board Opi	Superinte	Williams	36760	214	\$50.35	2080	No	-	No	Yes	Yes	16	\$104,728.00	\$115,200.80
Board Opi	Superinte	Gallia	29995	225	\$53.82	2000	No	-	No	No	-		\$107,640.00	
Board Opi	Superinte	Putnam	33836	282	\$59.08	2080	No	-	No	Yes	Yes	11	\$122,886.40	\$135,175.04
Board Opi	Superinte	Defiance	38024	295	\$50.03	2080	No	-	No	Yes	Yes	23	\$104,062.40	\$114,468.64
Board Opi	Superinte	Hocking	28306	296	\$56.27	1768	Yes	Vinton	No	Yes	Yes	16	\$99,485.36	\$109,433.90
Board Opi	Superinte	Hardin	31393	300	\$81.75	1040	Yes	Union	No	Yes	No	11	\$85,020.00	
Board Opi	Superinte	Carroll	27195	317	\$65.94	2016	No	-	No	Yes	Yes	18	\$132,935.04	\$146,228.54
Board Opi	Superinte	Morrow	35148	347	\$56.60	2080	No	-	No	Yes	Yes	23	\$117,728.00	\$129,500.80
Board Opi	Superinte	Champaig	38861	396	\$79.37	1000	Yes	Shelby	No	Yes	Yes	7	\$79,370.00	\$87,307.00
Board Opi	Superinte	Perry	36076	443	\$72.19	2080	No	-	No	No	No		\$150,155.20	
Board Opi	Superinte	Henry	27068	446	\$51.79	2080	No	-	No	Yes	No	3	\$107,723.20	

---Official Report Data Accurate as of April 25th, 2025 12:00am---

---This is a partial data set, due to one or more filters selected during the data export.---

Section	Position	County	Populatio	Enrollme	Highest	Hours	Shared	Position	Retire /	Pension	Highest	Annual Salary	Total Annual
Board Op	Superinte	Wyandot	21907	184	\$48.38	2080	No	-	No	Yes	22	\$100,630.40	\$110,693.44
Board Op	Superinte	Hardin	31393	300	\$81.75	1040	Yes	Union	No	No	11	\$85,020.00	
Board Op	Superinte	Auglaize	45709	451	\$33.08	1960	Yes	Allen	No	No	10	\$64,836.80	
Board Op	Superinte	Marion	65179	586	\$67.31	2080	No	-	No	Yes	31	\$140,004.80	\$154,005.28
Board Op	Superinte	Logan	45315	598	\$60.00	2000	No	-	No	Yes	3	\$120,000.00	\$132,000.00
Board Op	Superinte	Hancock	75765	723	\$65.23	2080	No	-	No	Yes	29	\$135,678.40	\$149,246.24
Board Op	Superinte	Allen	102808	978	\$31.17	2080	Yes	Auglaize	No	Yes	10	\$64,833.60	\$71,316.96
Board Op	Superinte	Union	57871	1030	\$41.35	2080	Yes	Hardin	No	No	25	\$86,008.00	