



PREBLE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

**Tuesday, May 21, 2019
PCBDD Administrative Offices
200 Eaton Lewisburg Road
Suite 201
Eaton, Ohio
6:00 p.m.**

AGENDA

- I. Call to Order**
- II. Roll Call**
- III. Approval of Board Member Absence**
- IV. Pledge of Allegiance**
- V. Reading of the Vision and Mission Statement**
 - The **VISION** of the Preble County Board of DD is to provide the best possible opportunity for individuals with developmental disabilities to have the kind and quality of life he or she chooses.
 - The **MISSION** of the Preble County Board of DD is to support individuals with developmental disabilities to live, learn, work, and socialize as they choose.
- VI. Introduction of Guests**
- VII. Approval and Note Receipt of Minutes**
 - April 2019 Regular Board and Organizational Meeting Minutes
 - May 2019 Personnel and Finance Committee Meeting Minutes
- VIII. Financial Report**
 - March 2019 Board Financial Statement
- IX. Superintendent Report**
 - Contracts
- X. Hearing of the Public**
- XI. Executive Session according to ORC 121.22 G1:**
 - For the purpose of review of personnel matters.
- XII. Adjournment**

Next Board Meeting – June 18, 2019 @ 6:00 p.m.

**Superintendent's Report
May 21, 2019**

Discussion/Informational Items

Superintendent Meetings

05/01/2019 Leadership Preble County
05/02/2019 Family Children Frist Council Meeting
05/03/2019 Westcon Board Meeting
05/04/2019 Special Olympics Track and Field
05/13/2015 L&M Talent Show
05/14/2019 Special Olympics Awards Banquet
Weekly webinars on "Rocking the Rules" new EI rules

Began transition with MBS, Medicaid Billing Services navigating Business Management and Human Resource functions. TCM training provided and a plan of action in place to ensure daily entries and consistent billing. Becky Hampton, Developmental Specialist began working with Butler ESC to continue EI service coordination and assessments. The position is posted through May 24, 2019.

Early Intervention Update

Number of Referrals: 11	Number of New Enrollments: 1
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TOTAL CASELOAD:

EISC: Service Coordinator, DS: Developmental Specialist
34 – EISC, 30 - DS

Community Outreach Update

Respectfully submitted by Amanda Kopf

We had a booth set up at the Expo on April 12th and 13th. We saw lots of familiar faces and some new ones too! Thank you to everyone who stopped by to say hello or pick up some information. Special Olympic Track and Field was another successful event despite the chilly temperatures. There was an event for everyone and there were a lot of volunteers to cheer for the athletes. Thank you to Special Olympic Coordinator Regina Fullmer and all the volunteers who made that day very special.

The regional self-advocacy meeting was in Miami County in April and we enjoyed learning chair yoga. It was a fantastic time! We learned that taking deep breaths can calm us down when we are feeling upset and stretching can give us a boost of energy.

SSA Update

Respectfully submitted by Hollie Morgan

Active Individuals

Children: 183

81

Ages: 0-2 24

3-5 26

6-21 133

SSA Services

Children: 175

Adults: 157

Total: 332

Waiver Services

Individual Options Waiver:

Level 1: 60

SELF Waiver: 2

Total Waivers: 143

Adults: 225

Ages: 22-30 61

31-40 46

41-50 33

51-64 50

65+ 35

Total Active Individuals 408*

*The above number reflects 76 people living in an ICF/DD

We have approximately 40 individuals who work in Community

Stats for May2019 Board Report

We have approximately 40 individuals who work in Community

Did you know...

SSA's (Service and Support Administrators) serves as the primary point of contact for persons served by the Board. They are responsible to an individual for the effective development, implementation and coordination of the individual service plan. (Person Centered Plan) Simply, SSA's help a person with a disability to get the services they need to live their life. Example of needed services, help getting dressed, help cooking food, help getting places or help finding a job. Services are provided by service providers or direct support professionals. The SSA helps bring all of the service providers together; to meet at least one time annually, to make sure people are getting the needed services, and to make sure people are happy with the providers selected.

CONTRACT	SERVICE
Butler County Educational Service Center, Primary Solutions	Early Intervention Service Coordination Annual Software Licensure agreement Renewal for operation of our database
Capital Improvement Community Park, Recreation/Conservation Project Pass through Grant Agreement Ohio Department of Natural Resources	ASK Playground, Adaptive playground equipment and a bench.

At 6:01 p.m. the Regular Meeting of the Preble County Board of DD held Tuesday, April 16, 2019, was called to order. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye.

Approval of Board Member Absence

A motion was made by Lisa Hoying and seconded by Dixie Gabbard to excuse Steve Hurd from the meeting with prior notice. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye.

Approval of Minutes

A motion was made by Dixie Gabbard and seconded by Stephanie Garrett to approve the March 2019 Regular Board Meeting Minutes and the as presented. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye.

Financial Report

A motion was made by Lisa Hoying and seconded by Jodi Long to approve the February 2019 financial reports as presented. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye.

Finance and Personnel Director, Lauran Franklin reviewed the financial report for the month of February 2019. The beginning fund balance for February was \$3,965,799. The ending fund balance for February was \$3,867,902. Revenue received included the quarterly Title XX, TCM, and HMG Part C.

Early Intervention

**Attended the Early Childhood Coordinating Committee Meeting.*

**Attended the Regional EI Meeting: 3 hours training regarding Family Outcomes*

**SOYA*

**Participated in Outreach with Amanda at different agencies for DD Awareness Month*

**Received 100 % Compliance with the LEA Report*

** Currently in the process with SFY19 Transition Baseline Analysis*

Community Outreach Update

We had a great time at the National Trail Community Carnival on April 6th. There were inflatables, carnival games, a DJ, petting zoo, putt-putt, face painting, and so much more. We worked the fish bowl game and got to spend some time with a few of the families we serve. It was an awesome event.

We will have a booth set up at the Preble County Expo on April 12th and 13th. We have a lot of information to share about our services in general, Early Intervention, and S.A.L.T. We have post-it notes with our logo printed on them and candy to pass out to people who visit our booth.

Make sure you mark your calendar for Special Olympic Track and Field. It will be held on May 4th at Twin Valley South track complex. Volunteers are always needed and it is a great way to make a new friend. Registration is open from 8:30-9am, parade line up is at 9am, parade starts at 9:30am, and opening ceremonies begin at 10am. We hope to see you there!

Social Media

OACB recommends each board make a policy/guideline's to post in the about section on our FB page regarding blocking users or removal of inappropriate comments as stated below. Transparency, fairness, and consistency of enforcement are most important.

SSA Team

Bethany Schultz gave an overview of the SSA report including 410 active individuals and 40 individuals who work in the community.

Hearing of the Public

There were no requests for hearing of the public.

Adjournment to Executive Session

A motion was made by Allie Shafer and seconded by Stephanie Garrett to adjourn into executive session at 6:18 pm for the purpose of personnel matters according to ORC 121.22 G1. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye.

Adjournment from Executive Session

A motion was made by Lisa Hoying and seconded by Allie Shafer to adjourn from executive session at 7:15 pm for the purpose of personnel matters according to ORC 121.22 G1. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye

MBS Solutions Inc. Contract

A motion was made by Jodi Long and seconded by Stephanie Garrett to approve the MBS Solutions Inc. contract as presented and approved by the Prosecutor's office. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye

MBS Solutions Inc. will be providing the following services: Business Manager, Human Resources, Targeted Case Management.

Adjournment

A motion was made by Allie Shafer and seconded by Lisa Hoying to adjourn the meeting at 7:17 pm. Upon roll call: Dixie Gabbard, aye; Stephanie Garrett, aye; Eva Howard, aye; Lisa Hoying, aye; Steve Hurd, absent; Jodi Long, aye; Allie Shafer, aye

Finance/Personnel Committee Meeting Minutes

May 9, 2019

Attending:

Board Members: Eva Howard, Stephanie Garrett, Dixie Gabbard; Superintendent: Bethany Schultz. The Finance/Personnel Committee Meeting was convened at 10:00 am, in the Conference room, at 200 Eaton Lewisburg Road, Eaton, Ohio.

Executive Session:

A motion was made by Eva Howard and seconded by Dixie Gabbard to adjourn into executive session at 10:01 am for the purpose of discussing employment of a public employee.

Roll Call: Dixie Gabbard, aye; Eva Howard, aye; Stephanie Garrett, aye.
Also participating in executive session was Bethany Schultz, Superintendent.

Adjournment from Executive Session

A motion was made by Eva Howard and seconded by Dixie Gabbard to adjourn from executive session at 11:47 am with no action taken.

Roll Call: Dixie Gabbard, aye; Eva Howard, aye; Stephanie Garrett, aye

No other business was brought before the committee.

The meeting was adjourned at 11:48 am.

Preble CBDD
REVENUE AND EXPENDITURE REPORTS – March 2019
Monthly Report

Revenues (Total CY2019 Budget \$4,249,648) (48.1% collected):

LEVY – General Property - Our budget this year is \$3,283,445. We received our first collection of \$1,877,010 in March.

This is our share of the revenue collected from property owners in Preble County based on levies successfully passed in prior years. It is paid twice a year, typically in March and in August.

LEVY – Rollback –Our budget this year is \$259,040 and we expect to receive our initial deposit in April.

This is our share of the revenue collected from property owners in Preble County based on levies successfully passed in prior years

DODD SUBSIDIES – \$0 in revenue was received in March. For 2019, we projected \$209,960 in subsidy revenue.

The Ohio Department of Developmental Disabilities (DODD) pays Service and Support and 501 Subsidies that benefit adult services and adults receiving Case Management services; Tax equity payments which were a part of a Medicaid re-design per House Bills 405 and 94 that were passed in 2001 to aid tax poor counties.

TITLE XX – \$0 in revenue was received in March. Our budget this year for this line item is \$17,000.

This federal grant supports Early Intervention services. We receive this payment quarterly.

Title XIX – TARGETED CASE MANAGEMENT – We received \$14,185 in revenue for the month of March. For 2019, we budgeted \$275,000 for this line item.

Medicaid reimburses us for the work performed by our Service & Support Administrator based on case notes detailing service delivery.

Gifts and Donations– We have received \$326 miscellaneous revenue in March and budgeted only \$190 for this line item.

Other State Receipts – We've budgeted \$0 in miscellaneous revenue from DODD. We collected \$0 in March.

LEVY – Trailer Tax Settlement – We have received a total of \$2,138 in levy deposits for this line item this month. Our budget this year is \$3,858.

This is our share of the revenue collected from property owners in Preble County based on levies successfully passed in prior years

WAIVER ADMINISTRATION –This year we budgeted \$115,000 for this line item. We received \$35,222 in March.

The Ohio Department of Developmental Disability (DODD) pays Waiver Administration based on time studies prepared by staff to help defray the cost of Administering I/O and Level One waivers. We receive this payment quarterly.

HMG Part C – This year we budgeted \$54,155 for HMG Part C and we received \$9,579 in March.

This is revenue received as pass thru funds from the Preble County Health District to help fund our Early Intervention Service Coordinator.

Refunds – We have received a total of \$0 in miscellaneous revenue for the month.

Local Other Receipts – We have received a total of \$0 for the month of March.

SOYA – We budgeted \$500 for the year and received \$500 in March.

Expenditures (Target 25% - Total CY2019 Expenditures Budget \$3,549,461.15):

PAYROLL – There were \$53,844 in salaries posted in the month of March. We budgeted \$748,837 for CY2019 based on projected staffing needs.

PERS – The amount contributed to the PERS pension plans in the month of March is \$9,750. Our budget for the year is \$136,243.

MEDICARE – Of the \$10,858 in budgeted in Medicare benefits, we spent \$738 this month.

WORKERS' COMPENSATION – We budgeted at \$13,985 for 2019. \$0 were spent this month.

UNEMPLOYMENT COMPENSATION – There were \$0 in payments made for Unemployment Compensation this month.

HEALTH INSURANCE – Of the \$377,393 in budgeted health care benefits, we spent \$21,108 in health insurance during the month of March.

DENTAL INSURANCE – Of the \$14,639 in budgeted dental benefits, in March we spent \$1,092.

SUPPLIES – In March, we spent a total of \$423 of our annual budget of \$12,000. Supply costs are composed mostly of office supplies.

EQUIPMENT – Total equipment costs for this month were \$0. We budgeted \$7,500 for equipment purchases throughout the year.

CONTRACT REPAIRS – We budgeted \$5,000 for contract repairs this year and spent \$0 in March.

CONTRACT SERVICES – In March, we spent a total of \$9,521. Our 2019 annual projection for this line item is \$254,272. This line item pays for utilities and other contracted services.

RENTALS – We budgeted \$49,500 for our 2019 rental payment for SSA and Administrative office space. A total of \$0 was distributed in March to comply with our rental agreement for 2019. Rental payments are made on a quarterly basis.

ADVERTISING & PRINTING – We expended \$0 from this line item in the month of March for misc. charges. Our budgeted total is \$1,000 for the year.

TRAVEL & EXPENSES – The \$668 in travel costs for March were primarily for employee mileage reimbursements and training / seminar registration costs. This year we budgeted \$30,000 for this line item.

TRANSPORTATION – We totaled \$0 in transportation costs this month. Our budget for the year is \$5,000. We use this line item to pay for repairs and materials for our transportation fleet.

OTHER EXPENSES – The \$326,664 budgeted for this account, is used primarily for Administration Fees, dues and memberships. We spent \$4,114 in March.

GASOLINE – Our annual budget for fuel in 2019 is \$2,000 and in March we spent \$0 from this line item.

SPECIAL OLYMPICS - Adult – We added this line item in 2013 to account for the expenditures associated with donations and other monies collected for Adult Special Olympics. We budgeted \$0 for 2019.

SOYA – We added this line item in 2014 to account for the expenditures associated with donations and other monies collected for SOYA. We budgeted \$500 for 2019 and expended \$0 in March.

HOUSING – We added this line item in 2016 to account for the expenditures associated with houses, including vacancies. We budgeted \$36,800 in 2019 and expended \$1,327 in March.

WAIVER MATCH – In 2017, waiver match was removed from the "Other Expenses" line and given its own line. We budgeted \$1,516,270 in Waiver Match for 2019 and expended \$0 in March. Waiver Match is paid on a quarterly basis.

Preble CBDD **REVENUE AND EXPENDITURE REPORTS – March 2019**

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Preble CBDD
General Fund - Cash Flow Statement
CY2019 - As of 03.31.19

	Actual January	Actual February	Actual March	Actual 1st Quarter	Actual 2nd Quarter	Actual 3rd Quarter	Actual 4th Quarter	Actual Year to Date	Budgeted Annual Total
Beginning Fund Balance	\$ 4,344,834.65	\$ 3,965,799.07	\$ 3,867,902.70	\$ 4,344,834.65	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,704,275.20	\$ 4,344,834.65	\$ 4,344,834.65
Revenue	70,835.77	34,584.31	1,938,962.88	2,044,382.96	-	-	-	2,044,382.96	4,249,648.00
Expenditures	\$ 449,871.35	132,480.68	102,590.38	684,942.41	-	-	-	684,942.41	3,549,461.15
Ending Fund Balance	\$ 3,965,799.07	\$ 3,867,902.70	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,704,275.20	\$ 5,045,021.50

05.21.19

These financial statements are presented in accordance with the requirements of the Preble County Board of DD which may differ from generally accepted accounting principles. Accordingly, these financial statements are not designed for those who are not informed about such differences.

Preble County Board of DD
General Fund Revenue Report
CY2019 - As of 03.31.19

Acct #	Description	Appropriations CY2019	Recvd 01/19	Recvd 02/19	Recvd 03/19	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total Received to Date	% Received	Balance to Reach
400-010011	Levy-General Prop.	\$ 3,283,445.00	-	-	1,877,010.03	\$ 1,877,010.03	\$ -	\$ -	\$ -	\$ 1,877,010.03	57.2%	1,406,434.9
400-012061	Levy- Rollback	259,040.00	-	-	-	-	-	-	-	-	0.0%	259,040.0
400-010021	Tangible Personal Property	-	-	-	-	-	-	-	-	-	n/a	-
400-021357	State DD Payments	209,960.00	52,561.10	-	-	52,561.10	-	-	-	52,561.10	25.0%	157,398.9
400-021367	Title XX	17,000.00	-	3,082.20	-	3,082.20	-	-	-	3,082.20	18.1%	13,917.8
400-021362	Title XIX - Cass Management	275,000.00	16,774.67	15,138.99	14,185.25	46,098.91	-	-	-	46,098.91	16.8%	228,901.0
400-010018	Public Utilities Reimbursement	-	-	-	-	-	-	-	-	-	n/a	-
400-010023	TPP Tax Replacement	-	-	-	-	-	-	-	-	-	n/a	-
400-025467	Gifts and Donations	190.00	-	3,271.53	326.00	3,597.53	-	-	-	3,597.53	1893.4%	(3,407.5
400-025486	Other State Receipts	-	1,500.00	-	-	1,500.00	-	-	-	1,500.00	n/a	(1,500.0
400-010025	Trailer Tax Settlement	3,858.00	-	-	2,138.78	2,138.78	-	-	-	2,138.78	55.4%	1,719.2
400-015121	Title XIX - Day Hab/Transportation	-	-	-	-	-	-	-	-	-	n/a	-
400-015144	ICF/MR Reimbursement	-	-	-	-	-	-	-	-	-	n/a	-
400-021368	Waiver Administration	115,000.00	-	-	35,222.86	35,222.86	-	-	-	35,222.86	30.6%	79,777.1
400-024462	HMS Part C	54,155.00	-	8,955.18	9,579.96	18,535.14	-	-	-	18,535.14	34.2%	35,619.8
450-025489	Refunds	500.00	-	2,000.00	-	2,000.00	-	-	-	2,000.00	400.0%	(1,500.0
450-024444	Paybacks	-	-	-	-	-	-	-	-	-	n/a	-
450-025491	Rent	-	-	-	-	-	-	-	-	-	n/a	-
450-025486	Local Other Receipts	31,000.00	-	2,136.41	-	2,136.41	-	-	-	2,136.41	6.9%	28,863.5
400-025500	Special Olympics	-	-	-	-	-	-	-	-	-	n/a	-
400-025499	SOYA	500.00	-	-	500.00	500.00	-	-	-	500.00	100.0%	-
Total Revenue		\$ 4,249,648.00	\$ 70,835.77	\$ 34,584.31	\$ 1,938,962.88	\$ 2,044,382.96	\$ -	\$ -	\$ -	\$ 2,044,382.96	48.1%	\$ 2,205,265.0
										foot	25.0%	Target

These financial statements are presented in accordance with the requirements of the Preble County Board of DD which may differ from generally accepted accounting principles.
Accordingly, these financial statements are not designed for those who are not informed about such differences.

Preble County Board of DD
General Fund Expenditures Report
CY2019 - As of 03.31.19

Acct #	Description	Appropriations CY2019	Spent 1/19	Spent 2/19	Spent 3/19	1ST QTR	2ND QTR	3RD QTR	4TH QTR	Total Spent to Date	% Spent	Balance Remaining
101002	Salaries - Employees	748,837.15	53,331.97	53,844.20	53,844.21	\$ 161,020.38	\$ -	\$ -	\$ -	\$ 161,020.38	21.5%	\$ 587,816.77
102020	PERS	136,243.00	9,780.04	9,668.55	9,750.96	29,199.55	-	-	-	29,199.55	21.4%	107,043.45
103030	Medicare	10,858.00	731.16	738.59	738.58	2,208.33	-	-	-	2,208.33	20.3%	8,649.67
104040	Workers' Comp.	13,985.00	-	71.13	-	71.13	-	-	-	71.13	0.5%	13,913.87
105050	Unemployment	1,000.00	-	-	-	-	-	-	-	-	0.0%	1,000.00
106060	Health Insurance	377,393.00	18,057.32	21,112.10	21,108.94	60,278.36	-	-	-	60,278.36	16.0%	317,114.64
106061	Dental Insurance	14,639.00	902.30	1,092.44	1,092.44	3,087.18	-	-	-	3,087.18	21.1%	11,551.82
112170	Supplies	12,000.00	1,442.74	-	423.13	1,865.87	-	-	-	1,865.87	15.5%	10,134.13
112182	Materials	-	-	-	-	-	-	-	-	-	n/a	-
122640	Equipment	7,500.00	-	-	-	-	-	-	-	-	0.0%	7,500.00
113204	Contract - Repairs	5,000.00	-	-	-	-	-	-	-	-	0.0%	5,000.00
113200	Contract - Services	254,272.00	23,417.21	28,176.26	9,521.73	61,115.20	-	-	-	61,115.20	24.0%	193,156.80
113337	Rental Expenses	49,500.00	-	12,375.00	-	12,375.00	-	-	-	12,375.00	25.0%	37,125.00
116510	Advertising	1,000.00	172.00	-	-	172.00	-	-	-	172.00	17.2%	828.00
115500	Travel & Expense	30,000.00	37.55	1,150.87	688.51	1,856.93	-	-	-	1,856.93	6.2%	28,143.07
113483	Transportation	5,000.00	-	20.08	-	20.08	-	-	-	20.08	0.4%	4,979.92
123660	Capital Improvements	-	-	-	-	-	-	-	-	-	n/a	-
121551	Other Expenses	326,664.00	50,901.53	4,162.67	4,114.60	59,178.80	-	-	-	59,178.80	18.1%	267,485.20
119530	Gasoline	2,000.00	32.25	68.79	-	101.04	-	-	-	101.04	5.1%	1,898.96
121588	Special Olympics	-	-	-	-	-	-	-	-	-	n/a	-
121587	SOYA	500.00	-	-	-	-	-	-	-	-	0.0%	500.00
113276	Housing Management	36,800.00	1,477.28	-	1,327.28	2,804.56	-	-	-	2,804.56	7.6%	33,995.44
113371	Waiver Match	1,516,270.00	289,588.00	-	-	289,588.00	-	-	-	289,588.00	19.1%	1,226,682.00
Total Expenditures		\$ 3,549,461.15	\$ 449,871.35	\$ 132,480.68	\$ 102,590.38	\$ 684,942.41	\$ -	\$ -	\$ -	\$ 684,942.41	19.3%	\$ 2,864,518.74
										foot \$		Target
											684,942.41	25.0%

These financial statements are presented in accordance with the requirements of the Preble County Board of DD which may differ from generally accepted accounting principles. Accordingly, these financial statements are not designed for those who are not informed about such differences.

Budgeted Waiver match allocations have been adjusted based on figures approved by commissioners.

**Capital Improvement Community Park, Recreation/Conservation Project
Pass Through Grant Agreement
Ohio Department of Natural Resources**

This Community Recreation/Conservation Project Pass Through Agreement (hereinafter referred to as the "Agreement") is made and entered into by and between the State of Ohio, Department of Natural Resources, (hereinafter referred to as "State" or "ODNR"), acting by and through its director, pursuant to Sections 154.17, 154.22 and 1501.01 of the Ohio Revised Code and House Bill No. 529, 132nd General Assembly of the State of Ohio and the Preble County Board of Developmental Disabilities, an Ohio political subdivision (hereinafter referred to as "Grantee") acting by and through its authorized representative.

Notices: All notices, demands, requests, consents, approvals and other communications required or permitted to be given pursuant to the terms of this Agreement shall be in writing, and shall be deemed to have been properly given when: 1) hand delivered with delivery acknowledged in writing; 2) sent by U.S. Certified mail, return receipt requested, postage prepaid; 3) sent by overnight delivery service (Fed Ex, UPS, etc.) with receipt; or 4) sent by fax or email, and shall be respectively addressed as follows:

(a) with respect to ODNR:

Ohio Department of Natural Resources
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229
Attn: Recreation Services Administrator
Email: mary.fitch@dnr.state.oh.us

(b) with respect to the Project Grantee:

Preble County Board of Developmental
Disabilities
200 Eaton-Lewisburg Road
Eaton, OH 45320
Attn: Outreach Coordinator
Email: akopf@prebledd.org

Notices shall be deemed given upon receipt thereof, and shall be sent to the addresses appearing above. Notwithstanding the foregoing, notices sent by fax or email shall be effectively given only upon acknowledgement of receipt by the receiving party. The parties designated above shall each have the right to specify as their respective address for purposes of this Agreement any other address upon fifteen (15) days prior written notice thereof, as provided herein, to the other parties listed above. If delivery cannot be made at any address designated for notices, a notice shall be deemed given on the date on which delivery at such address is attempted.

Pursuant to House Bill No. 529, the 132nd General Assembly of the State of Ohio has appropriated funds in the amount of Thirty-Five Thousand Dollars (\$35,000.00) to make a grant to the Grantee for the costs associated with the construction of a park and recreation or conservation facility in appropriation item C725E2, more fully described in as 'ASK Playground', (hereinafter referred to as "Project"). Furthermore, \$700.00 of the total Project appropriation will be used by the ODNR for the administration of the Project. The Project reference number is **PREB-002C**.

The General Assembly has identified the Parks and Recreation Improvement Fund (Fund 7035), created and existing under Section 154.22(F) of the Revised Code, as the fund from which these monies will be disbursed.

Pursuant to ORC Chapter 154 and Article VIII Section 2i of the Ohio Constitution, capital facilities lease-appropriation bonds (the "Bonds") have been or will be issued by the Ohio Treasurer of State (the "Treasurer") for the purpose of paying the "costs of capital facilities" including acquiring, constructing, reconstructing, rehabilitating, renovating, enlarging and otherwise improving,

equipping and furnishing capital facilities for parks and recreation, all as defined and described in ORC Section 154.01(K). A portion of those Bond proceeds will be used by ODNR to provide funding to the Grantee for the Project under this Agreement. Because ODNR is funding the Project with proceeds of those Bonds, ODNR requires that the Grantee make certain representations, warranties and covenants (both affirmative and negative) concerning the Project and use of the grant funds, as more fully described or provided in this Agreement, in order to comply with federal and state laws, regulations and rules relating to those Bonds and the projects funded with proceeds of those Bonds.

NOW, THEREFORE, for the purposes of providing the funds to the Grantee pursuant to House Bill No. 529 of the 132nd General Assembly, the parties hereto covenant and agree as follows:

1. **FUNDING AMOUNT.** ODNR agrees to provide the Grantee Thirty-Four Thousand Three Hundred Dollars (\$34,300.00), via qualifying advance and reimbursement, to be used toward the total cost of the Project. Seven Hundred Dollars (\$700.00) of the amount appropriated for the Project will be retained by ODNR to cover administrative cost. In no event shall ODNR's payment to Grantee exceed Thirty-Four Thousand Three Hundred Dollars (\$34,300.00). Funds for this Project have been released by the Controlling Board as of _____, and encumbered by Contract Encumbrance Record Number _____ and are so certified by the Director of Budget and Management on _____. Obligations of the State are subject to the provisions of Section 126.07 of the Ohio Revised Code. Any funds provided under this Agreement that are not spent shall be returned in full to the State.
2. **PROJECT DESCRIPTION.** The Grantee shall use the grant funds for 'ASK Playground', a project to improve the ASK Playground in Eaton, OH, all as more fully described in Exhibit A attached hereto.
3. **COMMENCEMENT AND TERMINATION DATES.** This Agreement commences on the date that it is approved by the Director of ODNR (the "Effective Date") and will, unless otherwise earlier terminated as provided herein, expire on the later of: i) 15 years from the date of Project completion (or Project acquisition if the Project is solely real property acquisition); or ii) the date upon which the latest Bond issuance funding or refinancing of the Project is paid in full (the "Term"). Grantee shall complete the Project on or before June 30th, 2020.
4. **NO RESTRICTIONS OF RECORD.** The Grantee hereby represents and warrants that there are not now, and there will not be, any restrictions of record with respect to the Project, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the property as described on Exhibit B attached hereto, on which the Project will be located and developed as a public parks and recreation or conservation facility (the "Property"). The Grantee represents that it is the fee simple owner of the Property and that the only restrictions of record with respect to the Property are (a) any state of facts which an accurate survey might show, (b) all zoning regulations, restrictions, rules and ordinances, and other laws and regulations now in effect or hereafter adopted by any governmental agencies having jurisdiction over the Property and (c) all matters of record pertaining to the Property, including dedicated public rights-of-way and the items identified on said Exhibit B, 'Boundary Map'.

The Grantee hereby represents and warrants that there are not now, and Grantee shall not cause there to be, any restrictions of record with respect to the Project or Property, including without limitation, any encumbrances, liens or other matters, which would interfere with or otherwise impair the use of the Property as a public parks and recreation or conservation facility.

5. **CONSTRUCTION SERVICES.** The Grantee represents that it will contract for all construction services for the Project, and will provide construction administration. The Grantee shall have the full authority to contract with third parties for the design and construction of the Project. The Grantee shall secure all necessary permits and licenses for the Project. The Grantee warrants that it will cause the Project to be constructed or acquired, as applicable, with all reasonable speed and reasonably adhere to any submitted development timeline.
6. **OPERATION, MAINTENANCE, AND UPKEEP.** The Grantee shall be solely responsible for the operation, maintenance, and upkeep of the Project, and shall take all actions reasonably necessary to ensure that the Project is available to the public for the intended parks and recreation or conservation purpose during the Term. Failure to comply with this provision or any other provision of this Agreement may result in demand for repayment of all or a portion of the grant funds paid by ODNR to Grantee under this Agreement. The amount to be repaid will be calculated based on the ratio of (x) the number of months from the event triggering the reimbursement to the final scheduled maturity date of the Bonds over (y) the total number of months that the Bonds are scheduled to be outstanding. Grantee shall not make any grant repayment unless first consulting with ODNR, and ODNR shall not accept any repayment without first obtaining the approval of the Ohio Public Facilities Commission ("OPFC").
7. **REMITTANCES.** If for any reason funds acquired through this Agreement are required to be paid, repaid or remitted to the State of Ohio, they shall be remitted in full by the Grantee within forty-five (45) days of demand to:
- Ohio Treasurer of State
30 East Broad Street, 9th Floor
Columbus, Ohio 43215
8. **COPY WITH REMITTANCE.** Any such remittance shall include a copy of this Agreement. A copy of the cover letter transmitting the remittance to the Treasurer of State shall be sent simultaneously to ODNR.
9. **CONVEYANCE OF INTEREST IN PROJECT TO ODNR.** As security for the performance of the Grantee's obligations under this Agreement, the Grantee hereby conveys to ODNR an interest in the Property, consisting of the right to use and occupy the Property and the facilities funded in whole or in part with grant funds under this Agreement upon default of this Agreement by the Grantee. This interest shall be in effect during the Term of this Agreement. The Grantee hereby acknowledges and agrees that ODNR may assign or convey such right to use and occupy such facilities to the OPFC or such other State agency selected by ODNR, and Grantee does hereby consent to such assignment or conveyance. In addition, ODNR has entered into a lease with OPFC relating to the Bonds and the Project; provided that so long as Grantee shall not default under this Agreement, such lease shall not affect the Project or the use thereof. ODNR acknowledges that, absent a default by Grantee, ODNR has no right to use or occupy the Property or Project. ODNR shall have the right during the Term hereof to enter upon the Property during normal business hours for purposes of inspection of the Project for compliance with this Agreement.

10. PROHIBITION AGAINST DISPOSITION. The Grantee shall not dispose of all or any part of the Project funded by ODNR through the Term of this Agreement without the prior written consent of ODNR and OPFC. All notices, demands, requests, consents, approvals and other communications to OPFC shall be addressed as follows:

Ohio Public Facilities Commission
30 East Broad Street, 34th Floor
Columbus, Ohio 43215
Attn: Assistant Secretary

11. WAIVER OF LIABILITY. On and after the date of this Agreement, the Grantee agrees not to seek any determination of liability against ODNR, OPFC, the Treasurer or any department, agency or official of the State in the case of claim or suit arising from the Project including acquisition of property or any future condition, construction, operation, maintenance or use of property or facilities which may be developed in relation to the Project. The Grantee forever releases and waives any and all claims, demands and causes of action it may ever possess or assert against ODNR and its employees, agents, officials and attorneys arising from, or relating to, the Project.

12. INSURANCE. Unless otherwise agreed by ODNR, the Grantee shall maintain, or cause to be maintained, at no cost to the State, commercial general liability insurance and property insurance, including, if applicable, builder's risk insurance, to insure ODNR, OPFC, the Treasurer and the State in an amount and type determined by a qualified risk assessor to be sufficient to cover the full replacement costs of improvements funded, in whole or in part, by the State, and for bodily injury, property damage, personal injury, advertising injury and employer's liability exposures of the Grantee. Unless otherwise agreed by ODNR, such insurance shall remain in force at all times from the Effective Date hereof through the Term of this Agreement.

Instead of providing the general liability and property insurance above, the Grantee may name ODNR, OPFC, the Treasurer and the State as additional insured and/or loss payees, as the coverage requires, under a self-insurance program or joint self-insurance pool created under ORC Sections 2744.08 or 2744.081, respectively, and operated by or on behalf of the Grantee, in order to meet the insurance requirements set forth herein.

13. BONDED AND INSURED EMPLOYEES AND AGENTS. Prior to release of advance funds by ODNR, Grantee will provide ODNR with a document that demonstrates that all employees or agents of Grantee who are responsible for maintaining or disbursing funds acquired through this Agreement will be fully bonded or insured against loss of such funds. The bonding agent or insurer shall be licensed to do business in Ohio. No part of the funds acquired by Grantee through this Agreement shall be spent to obtain that bonding or insurance.

14. PUBLIC FUNDS COMPLIANCE. The Grantee will assure compliance with all applicable federal, state, and local laws and regulations pertaining to handling, management and accountability in relation to public funds. All funds received by Grantee under this Agreement shall be deposited in one or more financial institutions that fully insure, secure or otherwise protect the funds from loss through federal deposit insurance and/or other deposit and/or collateralization strategies that protect the funds against loss. If the Grantee is a political subdivision of the State, grant funds shall be held in compliance with Chapter 135 of the Ohio Revised Code.

15. REPORTS AND RECORDS. The Grantee will keep and make all reports and records associated with the Project funded under this Agreement available to the State Auditor, or the Auditor's designee, ODNR and OPFC for a period of not less than eighteen (18) years after the date of

Project closeout. These reports and records shall include a description of the Project, a detailed overview of the scope of work, and disbursement detail (including amount, date, nature/object of expenditure), and vendor information. The Grantee acknowledges that the Auditor of State and other departments, agencies and officials of the State may audit the Project at any time, including before, during and after completion. The Grantee agrees that any costs of audit by the Auditor of State or any other department, agency or official of the State will be borne exclusively by and paid solely by Grantee, and that the funds provided under this Agreement will not be used by Grantee for payment of any audit expenses for any reason at any time. Grantee will be solely responsible for all costs associated with audit.

- 16. RESTRICTIONS ON EXPENDITURES.** The Grantee affirmatively states that Grantee is fully aware of the restrictions and guidelines for expending funds granted under this Agreement and intends to comply fully with same. Grantee will implement appropriate monitoring controls to ensure that funds acquired through this Agreement are expended in accordance with all applicable laws, rules and requirements.
- 17. DETERMINATION OF INELIGIBILITY.** If it is determined by an audit by the Auditor of State or any department, agency or official of the State or other agency or entity with legal audit authority that any Project expense is ineligible, or not properly documented, the Grantee will repay that amount in full to the State.
- 18. NO FINDING FOR RECOVERY.** The Grantee represents and warrants to the ODNR that it is not subject to a finding for recovery under R.C. 9.24, or that it has taken appropriate remedial steps required under R.C. 9.24 or otherwise qualifies under that section. The Grantee agrees that if this representation or warranty is determined by ODNR to be false, this Agreement shall be void *ab initio* as between the parties to this Agreement, and any funds paid by the State hereunder immediately shall be repaid in full to the State, or an action for recovery immediately may be commenced by the State for recovery of said funds.
- 19. UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT.** The Grantee will comply with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646), Stat. 1894 (1970), and Ohio Revised Code Chapter 163 for all real property acquisitions, and where applicable will assure that these requirements have been complied with for the Project, using funds provided by the legislature in House Bill No. 529 of the 132nd General Assembly.
- 20. PROJECT NONDISCRIMINATION.** The Grantee agrees that any facilities that may be developed now or in the future on the lands comprising the Project will be made available to all persons regardless of race, color, sex, religion, national origin, ancestry, age, military status, handicap or disability on the same terms and conditions.
- 21. EMPLOYMENT NONDISCRIMINATION.** The Grantee shall not discriminate against any employee or applicant for employment, because of race, color, religion, national origin, ancestry, sex, age, military status, handicap or disability. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, national origin, ancestry, sex, handicap or disability. Such action will include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices as may be provided by the State setting forth the provisions of this non-discrimination clause.

22. ODNR RIGHT TO TERMINATE. ODNR reserves the right to terminate this Agreement and to recover any funds distributed by the Grantee to contractors or other payees in violation of the terms of this Agreement if the Grantee is determined by ODNR to be unable to proceed with the Project, or if Grantee violates any of the terms herein.

23. LEGAL, FEDERAL TAX, AND OTHER COMPLIANCE. The Grantee will assure that monies expended under this Agreement are spent in conformity with the intent and purpose of the appropriation, the limitations on use set forth in the bill containing the appropriation, and Chapter 154 of the Ohio Revised Code and all other laws that apply to expenditure of monies by the Grantee. If Grantee is required to submit an annual financial report to the Auditor of State, in accordance with Auditor of State Bulletin 2001-012, then the Grantee shall report the funds it acquires through this Agreement as a separate column identified in a manner consistent with the Project description in appropriation item C725E2. If Grantee is not required to submit the aforementioned report, Grantee shall file an annual detailed expenditure report of all expenditures associated with the Project with the Auditor of State by March 1st every year until all funds provided in this Agreement have been spent. The above reports shall be sent to the address provided in Auditor of State Bulletin 2001-012.

The Grantee agrees to comply with all applicable federal, state and local laws and regulations, in the conduct of the Project and acknowledges that its employees are not employees of ODNR with regard to the application of the Ohio Public Employees Retirement law, Fair Labor Standards Act minimum wage and overtime provisions, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Ohio revenue and tax laws, Ohio Workers' Compensation Act and Ohio unemployment compensation law.

The Grantee agrees to use funds provided under this Agreement in accordance with the Ohio Constitution and any state or federal laws and regulations that may apply. The Grantee shall repay ODNR any funds improperly expended. Additionally, the Grantee agrees to comply with all requirements within its control necessary to preserve the tax status of all tax-exempt or tax-advantaged bonds, the proceeds of which are used to provide the funding to Grantee set forth in this Agreement. Unless otherwise determined by the OPFC, such requirements include, but are not limited to, ensuring that the funds provided under this Agreement finance capital expenditures (as opposed to operating expenses) and are not used to refund or otherwise refinance existing debt of the Grantee. Grantee shall be liable for any payments to the Internal Revenue Service or the U.S. Treasury as penalties or to preserve the tax status of tax-exempt or tax-advantaged bonds, and any other costs, resulting in whole or in part from actions taken by Grantee, including the failure of Grantee to comply with federal income tax laws applicable to such bonds. The Grantee agrees to consult with OPFC if the Grantee is uncertain as to what expenditures are eligible to be financed with funds provided under this Agreement.

24. CONTRIBUTIONS CERTIFICATION. Grantee hereby certifies that neither it nor any of its officers nor the spouse of any such person, has made contributions to the Governor of Ohio in excess of the limitations specified in R.C. § 3517.13.

25. CONSTRUCTION CONTRACT COMPLIANCE. Grantee represents that it will comply with the Executive Order of the Governor of Ohio regarding equal employment and that it will include in any construction contracts for the Project provisions for compliance with the terms and conditions of the Copeland Anti-Kick Back Act, 18 U.S.C. §874, as the same are supplemented by regulations promulgated by the U.S. Department of Labor in 29 CFR, Part 3.

26. MODIFICATION. This Agreement may be modified if agreed to in writing by both parties.

27. ETHICS CERTIFICATION. The Grantee, by signature on this document, certifies that it: (i) has reviewed and understands the Ohio ethics and conflict of interest laws as found in Ohio Revised Code Chapter 102 and in Ohio Revised Code Sections 2921.42 and 2921.43, and (ii) will take no action inconsistent with those laws. The Grantee understands that failure to comply with Ohio's ethics and conflict of interest laws is, in itself, grounds for termination of this Agreement and may result in the loss of other contracts or grants with the State.

28. SEVERABILITY. Each provision hereof shall be separate and independent and the breach of any provision by either party hereto shall not discharge or relieve the other party from its obligations to perform each and every covenant to be performed by it hereunder. If any provisions hereof (or the application thereof to any person, firm or corporation or to any circumstances) shall be deemed invalid or unenforceable by any court of competent jurisdiction, the remaining provisions of this Agreement (or the application of such invalid provision to such persons, firms or corporations or circumstances other than those as to which it is invalid or unenforceable), shall not be affected thereby, and said provisions hereof shall be valid and enforceable to the fullest extent permitted by law.

29. MISCELLANEOUS.

- a. Controlling Law. This Agreement and the rights of the parties hereunder shall be governed, construed, and interpreted in accordance with the laws of the State of Ohio. Grantee consents to jurisdiction in a court of proper jurisdiction in Franklin County, Ohio.
- b. Waiver. A waiver by any party of any breach or default by the other party under this Agreement shall not constitute a continuing waiver by such party of any subsequent act in breach of or in default hereunder.
- c. Successors and Assigns. Neither this Agreement nor any rights, duties or obligations hereunder may be assigned or transferred in whole or in part by Grantee, without the prior written consent of ODNR.
- e. Conflict. In the event of any conflict between the terms and provisions of the body of this Agreement and any exhibit hereto, the terms and provisions of the body of this Agreement shall control.
- f. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and shall not be modified, amended or supplemented, or any rights herein waived, unless specifically agreed upon in writing by the parties hereto. This Agreement supersedes any and all previous agreements, whether written or oral, between the parties.
- g. Execution. This Agreement is not binding upon ODNR unless executed in full.
- h. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- i. Electronic Signatures. Any party hereto may deliver a copy of its counterpart signature page to this Agreement electronically pursuant to R.C. Chapter 1306. Each party hereto shall be entitled to rely upon an electronic signature of any other party delivered in such a manner as if such signature were an original.

30. TIME IS OF THE ESSENCE. Time is of the essence in this Agreement.

31. **OPEN TRADE:** Pursuant to R.C. § 9.76 (B) the Grantee warrants that the Grantee is not boycotting any jurisdiction with whom the State can enjoy open trade, including Israel, and will not do so during the contract period.

IN TESTIMONY WHEREOF, the Grantee and ODNR have caused this Agreement to be executed by their respective duly authorized officers.

FOR THE GRANTEE:

**Preble County Board of Developmental
Disabilities**

Signature

Printed Name: _____

Printed Title: _____

FOR THE STATE OF OHIO, ODNR:

Paul R. Baldrige

Chief, Office of Real Estate & Land Management

Ohio Department of Natural Resources

Date: _____

APPROVED BY:

MARY MERTZ, DIRECTOR

Ohio Department of Natural Resources

Date: _____

ATTORNEY CERTIFICATION

Community Park, Recreation, or Conservation Project Number: **PREB-002C**

I, _____ [name and title], acting as attorney for the Preble County Board of Developmental Disabilities ("Grantee"), and for the reliance of the Ohio Department of Natural Resources, do certify that from my examination of the Capital Improvement Community Park Recreation or Conservation Project — Pass Through Grant Agreement (the "Agreement") and my knowledge of Grantee's organization, that acceptance of the Agreement by Grantee and the execution thereof by the signing officer has been duly authorized and is proper and in accordance with the laws of the State of Ohio. Grantee is a legally constituted public entity with full authority and legal capacity to perform all obligations and terms of the Agreement. Upon signature by the signing officer, the Agreement, in my opinion, is a legal obligation of Grantee in accordance with the terms thereof, and Grantee possesses the legal authority to fully perform all obligations incurred by Grantee in signing this Agreement. Grantee's acceptance of the Agreement and the signing officer's execution thereof, ____ has ____ has not* been authorized by the governing body of Grantee, or has otherwise been authorized by grantee's charter. (Resolution or Ordinance No. _____, dated _____, 201__).

*If "has not" is checked, please indicate the reason. _____

Legal Counsel for Grantee _____
(Signature)

Printed Name of Legal Counsel _____

Address _____

Registration Number _____

EXHIBIT A

PROJECT INFORMATION PACKAGE

Forms and requested materials (maps, etc.) on pages 3-11 comprise the 'Project Information Package'. Please complete all forms on pages 3-11 and send with all other requested materials on pages 3-11 (only) to the address below. This is the first step in the project coordination process.

Tim Robinson
ODNR
Office of Real Estate
2045 Morse Road, E2
Columbus, Ohio 43229-6693

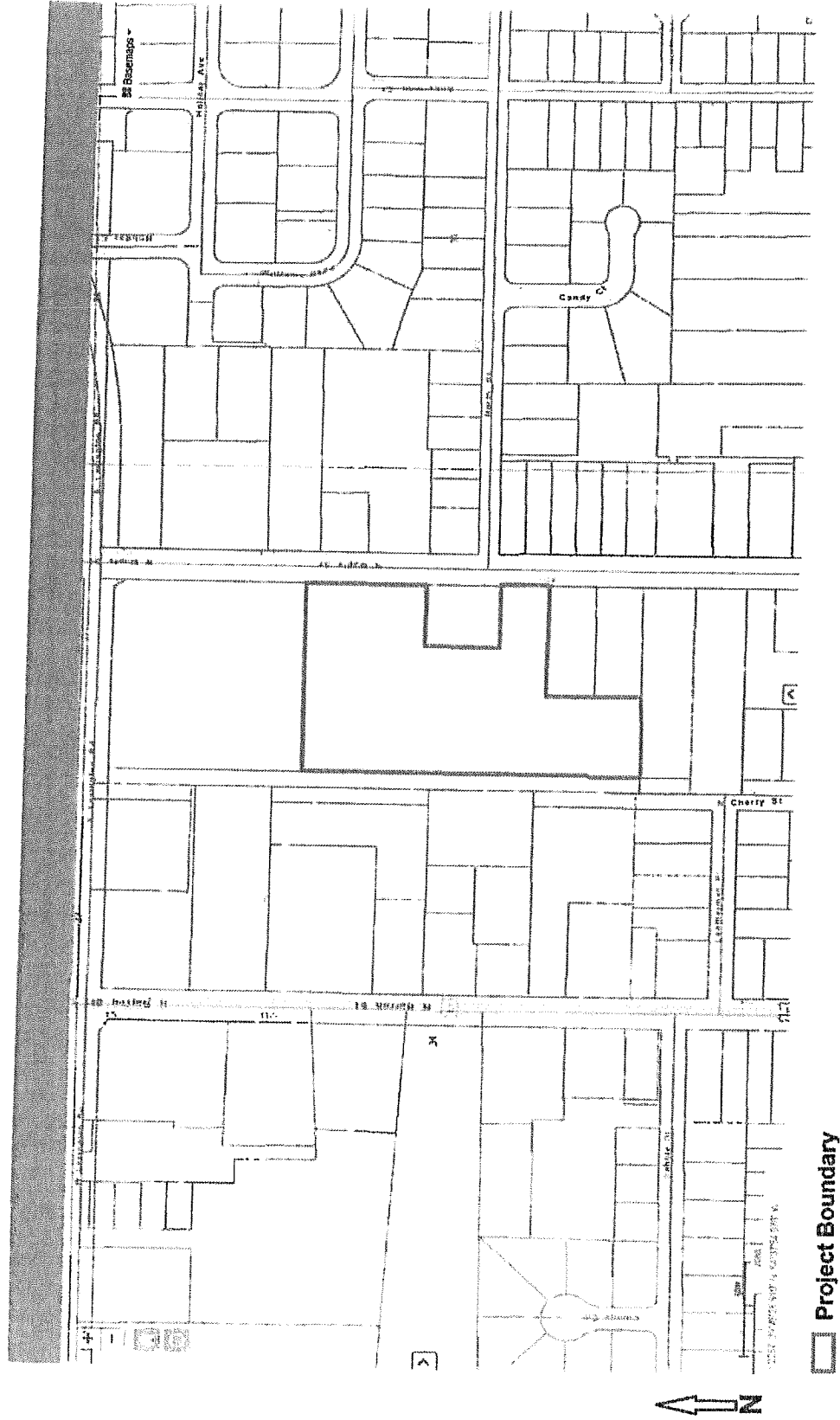


BASIC INFORMATION

1. Awarded Project Sponsor: Preble County Board of DD/ASK Playground
2. Address, including zip code:
200 Eaton-Lewisburg Road
Eaton, Ohio 45320
3. Tax Identification Number: 31-6000062
4. Telephone Number: 937-456-5891
5. Contact Person & Title: Amanda Kopf, Outreach Coordinator
6. Email: akopf@prebledd.org
7. Telephone Number: 937-456-5891 x. 124
8. Brief Description of Project:
Add Inclusive Whirl with zero entry universal design on poured rubber surface to existing playground structure.

EXHIBIT B

Preble County Board of Developmental Disabilities - PREB-002C - ASK Playground Boundary Map



**Independent Contactor Agreement
Between
Preble County Board of Developmental Disabilities
And
Butler County Educational Service Center**

ARTICLE 1: PARTIES AND TERM OF CONTRACT

1.01 This Agreement is entered into by and between the Preble County Board Of Developmental Disabilities, (hereinafter "Client") and Butler County Educational Service Center, 400 N Erie Blvd A, Hamilton, OH 45011, (hereinafter "Contractor"). This Agreement will become effective on April 25, 2019, and will and end July 31, 2019.

ARTICLE 2: SERVICES TO BE PERFORMED BY CONTRACTOR

2.01 The Contractor agrees to provide Early Intervention Service Coordinator duties as outlined in the attached "Ohio Early Intervention Service Coordinator Position Description" (Attachment B). Additionally, the Contractor agrees to abide by the Business Associates Agreement (Attachment A).

2.02 Contractor will determine the method, details, and means of performing the above described services. Contractor further agrees to furnish/supply at its expense, all materials, tools, labor, and all else required to perform the work required for this contact.

ARTICLE 3: INDEPENDENT PARTY

3.01 Contractor enters into this Agreement as, and will remain throughout the term of this Agreement, an independent contractor as that term is defined in the Ohio Administrative Code 145-1-42 (A)(2). Contractor agrees that he is not and will not become an employee, partner, agent, or principal of the Client as a result of this Agreement or while this Agreement is in effect and will not appear on the public payroll of the Client. Contractor is not entitled to and shall not receive the rights or benefits afforded to Client's employees, including, without limitation, disability, medical insurance, sick leave, vacation leave, unemployment insurance or worker's compensation paid for by the Client, or any other reemployment benefit. Contractor is responsible for providing at Contractor's own expense, disability, unemployment, worker's compensation, health/hospitalization insurance and any other insurance, training, permits, and licenses required for Contractor, if any. The Contractor agrees that all income reporting requirements to the U.S. government, State of Ohio, and any local government are his responsibility and not that of the Client. The Client shall be responsible for the payment of all taxes including, but not limited to, federal, state and local taxes, social security taxes, unemployment insurance taxes and any other taxes and fees required by law. Contractor agrees to indemnify the Client for any claims, costs, losses, fees,

penalties, interest or damages suffered by the Client resulting from Contractor's failure to comply with this provision.

3.02 Contractor may, at Contractor's expense, use any employees or subcontractors as Contractor deems necessary to perform the services required of Contractor by this Agreement so long as they are properly credentialed. Client shall not control, direct, or supervise Contractor's employees or subcontractors in the performance of those services.

ARTICLE 4: COMPENSATION

4.01 Contractor fees will be at a rate of \$30/hour including drive time not to exceed \$15,500. Reimbursement for mileage will be compensated at a rate of \$0.58 per mile.

4.02 Client agrees to submit invoice to county auditor for payment within 30 days of receipt.

ARTICLE 5: INSURANCE

5.01 Contractor will obtain and/or maintain liability insurance in the amount of \$100,000 for the duration of the contact period herein and shall provide certificate of such insurance to the Client prior to beginning any work under this contract.

5.02 Contractor will procure and maintain at its own cost for the duration of this Agreement the following insurance:

1. Professional Liability (errors and omissions) insurance of at least \$1,000,000 per claim and \$1,000,000 in the aggregate, if applicable.
2. Workers' Compensation insurance covering all individuals performing work under this contract at the statutory limits required by the Ohio Revised Code.

ARTICLE 6: TERMINATION OF CONTRACT

6.01 Should the Contractor at any time fail, neglect or refuse in any respect to prosecute the work with promptness and diligence or fail to perform any of its obligations under this Agreement, the Client may terminate this Agreement and provide for the completion of said work of to the specifications herein, and may enter into such Agreement or Agreements as are acceptable to the Client to complete the work set forth in this Agreement.

6.02 Notwithstanding any other provision in this Agreement to the contrary, the Client, in addition to any other rights to terminate this Agreement before the termination date of this Agreement as set forth above, may terminate this Agreement upon seven days written notice to the Contractor, for any or no reason.

ARTICLE 7: LIMITATION OF RESPONSIBILITY

7.01 Each party agrees to accept and be responsible for its own acts or omissions, as well as the authorized acts or omissions of its employees, directors, officers, subcontractors, agents, or other members of its workforce, in complying with the terms of this Agreement. Nothing in this Agreement shall be interpreted to place responsibility for any professional acts or omissions onto the other party. All losses, costs, or damages which may occur or be claimed with respect to any person or persons, corporation, property or chattels resulting from activities of either party pursuant to this Agreement shall be the responsibility of the respective parties as such liabilities may be determined by a court of law or pursuant to any other appropriate procedures. Such obligations shall survive the expiration or termination of this Agreement.

ARTICLE 8: DISCRIMINATION

8.01 The Contractor agrees that neither he, nor any subcontractor or other person acting on his behalf shall, in the hiring of employees for the performance of work under this Agreement, discriminate against any citizen of this state in the employment of labor or workers by reason of creed, color, sex, age, religion, disability, military status as defined in Section 4112.01 of the Revised Code, or familial status and/or national origin.

8.02 The Contractor further agrees that neither he, nor any subcontractor or any other person acting on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this Agreement by reason of creed, color, sex, age, religion, disability, military status as defined in Section 4112.01 of the Revised Code, or familial status and/or national origin of the employee.

ARTICLE 9: GENERAL PROVISIONS

9.01 Entire Agreement: This Agreement supersedes any and all other agreements, either oral or in writing between the parties hereto with respect to the hiring of Contractor by Client, and contains all of the covenants and agreements between the parties with respect to that hiring in any manner whatsoever. This Agreement includes all documents, specifications and/or attachments incorporated herein by reference. Each party to this Agreement acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this agreement shall be valid or binding on either party, except that any other written agreement dated concurrent with or after this Agreement shall be valid as between the signing parties thereto.

9.02 Modifications: Any modification of this Agreement will be effective only if it is in writing and signed by the party to be changed.

9.03 Waiver: The failures of either party to insist on strict compliance with any of the terms, covenants, or conditions of this Agreement by the other party shall not be deemed a waiver of that term, covenant, or condition, nor shall any waiver or relinquishment of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

9.04 Partial Invalidity: If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

9.05 Governing Law: This Agreement shall be governed by the laws of the State of Ohio and both parties agree to submit any dispute to the jurisdiction of the Preble County Court of Common Pleas.

9.06 Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create any rights or benefits in this Agreement to anyone other than the Contractor and Client, without the specific advance written consent and approval of both. Nothing in this Agreement is intended to, nor shall this Agreement create, a contractual relationship with or a cause of action in favor of any third person or entity against the Contractor or County.

9.07 Assignment: The obligations of this Agreement shall be binding upon the successors, assigns, executors, administrators, and legal representatives of both Client and Contractor. Neither Client nor Contractor shall assign or transfer any rights or obligations under, or interest in, this Agreement without the written consent of the other.

9.08 Contractor certifies that he is in compliance with O.R.C. §3517.13, as evidenced by the certification attached hereto as "Exhibit C."

This Agreement is executed in the City of Eaton, County of Preble, and State of Ohio on this 25 day of April, 2019.

PREBLE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

CONTRACTOR REPRESENTATIVE
Butler County Educational Service Center

CONTRACTOR'S FEDERAL ID NUMBER

DATE

APPROVED AS TO FORM

Martin P. Votel

PROSECUTING ATTORNEY

BY: 
ASSISTANT PROSECUTING ATTORNEY

APPENDIX A: BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this 25 day of April, 2019, by and between (***Butler County Educational Resource Center***)(referred to hereinafter as "Business Associate") and Preble County Board of DD (referred to hereinafter as "DD Board"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect for the duration of services.

WHEREAS, the DD Board will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with (***Early Intervention Service Coordination see Appendix B***); and

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

1. Definitions

Catch-all definition:

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

Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. *Applicable Requirements* means all of the following:
 - i. applicable law
 - ii. policies and procedures of the DD Board which are consistent with applicable law and which apply to information covered by this Agreement and
 - iii. the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.

- e. *Business Associate* means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means (***Butler County Educational Resource Center***).
 - f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320-1320d-8 and regulations promulgated thereunder as may be amended.
 - g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. *Individual* includes the individual receiving services from the DD Board and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
 - i. *Protected Health Information* (“PHI”) is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
 - j. *Underlying Service Contract*] means the contract entered into between the DD Board and the Business Associate
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the DD Board any right to control the Business Associate’s conduct in the course of performing a service on behalf of the DD Board.
 3. The DD Board shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
 - a. Refer to Appendix B/;
 - b. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:

- Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the DD Board.
6. The Business Associate and the DD Board agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.

The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).

7. The Business Associate shall report to the DD Board any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
 - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;

- d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
8. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the DD Board of any subcontractors or agents who are to be given access to PHI.
9. The Business Associate shall make all PHI and related information in its possession available as follows:
 - a. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form;
 - b. To the DD Board, to the extent necessary to permit the DD Board to fulfill any obligation of the DD Board to account for disclosures of PHI in accordance with 45 CFR § 164.528.
10. The Business Associate shall make PHI available to the DD Board to fulfill the DD Board's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the DD Board, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
11. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the DD Board available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the DD Board's compliance with the HIPAA Rules, and any amendments thereto.

Upon request by an individual or the DD Board, the Business Associate shall account to the individual and to the DD Board or both for all disclosures related to such individual(s) made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.

12. Upon termination of this Agreement, the Business Associate shall, at the option of the DD Board, return or destroy all PHI created or received from or on behalf of the DD Board. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the DD Board with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as

long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.

13. The PHI and any related information created or received from or on behalf of the DD Board is and shall remain the property of the DD Board. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
14. Any non-compliance by the Business Associate or DD Board with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or DD Board knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
15. Notwithstanding any rights or remedies under this Agreement or provided by law, the DD Board retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
16. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
17. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
18. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.
19. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows;

To the DD Board: Executive Assistant
200 Eaton Lewisburg Road, Suite 201
Eaton, OH 45320

To the Business Associate: Butler County ESC
400 N Erie Blvd
Hamilton, Ohio 45011

**Preble County Board of DD
Ohio Early Intervention Service Coordinator
Position Description**

REGULAR HOURS OF WORK:

9:00 A.M. to 3:00 P.M. (Flexible schedule based on individual/agency needs) 250 days + 10 holidays per year. Weekly hours in the amount of 36.25 subject to the availability and approval of grant dollars awarded by Ohio Department of Developmental Disabilities. Grant provides supports for Ohio Early Intervention Service Coordination and Child Find.

IMMEDIATE SUPERVISOR:

Superintendent/SSA Director

JOB FUNCTIONS:

Under the occasional supervision of the Superintendent/SSA Director, the primary function of the service coordinator is to initiate the development of the IFSP (Individual Family Service Plan) with the family and team and to coordinate those services on the IFSP, must demonstrates ability to define problems, collect data, establish facts, and draw valid conclusions, recognize unusual or threatening conditions and take appropriate action, develop and maintain effective working relationships, handle sensitive inquiries from contacts with officials and general public, establish goals and objectives, compile and prepare reports, maintain records according to established procedures works directly with children and families and any health care professional associated with the child; assist families in accessing community resources; plans with local educational agencies relative to transition, primarily home based.

RESPONSIBILITIES:

1. Maintains confidentiality.
2. Maintains the chain of command.
3. Demonstrates and maintains regular and reliable attendance to work.
4. Be knowledgeable of and adhere to all program/safety policies and procedures.

JOB LOCATION AND EQUIPMENT ASSOCIATED WITH THE POSITION:

1. Works primarily in homes of enrolled families and community settings.
2. Uses computer and related software and office equipment.

RISK IDENTIFICATION ASSOCIATED WITH THE POSITION:

1. Injuries associated with improper use of office equipment and supplies and/or improper setup of equipment.
2. Injuries associated with improper handling of hazardous materials.
3. May be exposed to communicable diseases, loud noises, and unpleasant odors, clients with unpredictable and aggressive behavior, unsanitary unhygienic environments, and possible exposure to blood or air borne pathogens, other illnesses, and transmission of insect pests.

DUTIES:

JOB DUTIES AND WORKER CHARACTERISTICS	
	1. Act as the single point of system contact for carrying out the activities of service coordination; Explain activities to the parent before parent consent is sought; Provide the parent with a written copy of early intervention parent's rights in their native language, unless it is clearly not feasible to do so; Assist the parent in gaining access to, and coordinating the provision of, the early intervention services the child and child's family needs, including making referrals to providers for needed services and scheduling appointments; Coordinate evaluations and assessments; Facilitate and participate in the development, implementation, review, and meetings to evaluate IFSPs;
	2. Obtains information regarding child from various sources; maintains accurate and current documentation regarding child and family in the variety of ways required; maintains information regarding "community" resources. Maintains records on the state wide Early Track System. Coordinate, facilitate, document and monitor the delivery of early intervention services to ensure that services the child needs start within thirty calendar days of the parent signing the IFSP; except when the family has an exceptional family circumstance which keeps the family from being able to receive the service within thirty calendar days after signing the IFSP; Coordinate the information gathering and completion of the child outcomes summary information within forty-five days of program referral and annually thereafter; Coordinate the funding sources for early intervention services needed; and Facilitate the development of a transition plan from early intervention to special education pre-school.
	3. Attends in-services and training programs as required; maintains certification as required; maintains and acquires knowledge related to disabilities and interventions/programs/research; maintains knowledge of Preble County Board of Developmental Disabilities policies and procedures as well as those of other related or contractual agencies.
	4. Performs other related duties as required, to include but not limited to: preparing and conducting presentations relative to the broad scope of early intervention, serving on committees, Child Find and/or serving as a trainer.

KNOWLEDGE OF: intervention strategies related to abnormal development in order to optimize a child's developmental skills; normal child development specializing in birth through two years; family dynamics especially related to families with a developmentally delayed child; influences of culture and poverty on the family; implementation of educational techniques for children under 3 and their families; agency goals and objectives, as stated in policy manuals; agency policies and procedures, as stated in policy manuals; instructional materials, equipment and adaptive equipment; principles to solve practical, everyday problems; departmental policies and procedures, as stated in policy manual, personnel manual, department and parent manuals; public relations by maintaining a positive image for the Program; infection control procedures and standards; policies and procedures of other agencies which influence those of Preble County Board of Developmental Disabilities, especially related to early intervention; community/county/state resources and eligibility requirements.

SKILLS IN: effective communication with families, professionals, peers; creating effective partnerships with families, professionals, peers; relating to and providing services to families of diverse cultural, economic, racial, ethnic, educational backgrounds operating office machines, computers and AV equipment; operating and instructing in the use of adaptive equipment and other assigned equipment; care of children, including, but not limited to, feeding, changing diapers and clothes, bathroom assistance; implementing developmental approaches to learning and behavior with children and their families; positive problem solving; organization

ABILITY TO: manage a schedule to include various appointments, documentation; self-motivate and initiate various tasks; provide service coordination for the child and family; engage families so that they will implement strategies/interventions; interpret and follow a variety of instructions from various professionals and disciplines; provide effective leadership and information when involved with interdisciplinary teams; maintain accurate and timely

APPENDIX B

records and documentation required by Preble County Board of Developmental Disabilities and other contractual agencies as required; establish and maintain effective rapport with children, parents, volunteers, specialists and co-workers, other agencies and community resources; work a schedule which includes evening hours related to home visits, presentations as assigned, using own transportation; lift and carry up to 45 lbs. safely

This position description in no manner states or implies that these are the only duties and responsibilities to be performed by the employee or risks incurred. The employee is required to follow the instructions and perform the duties required by the supervisor, superintendent or designee appropriate to this position description

QUALIFICATIONS:

1. Minimum Of An Associate's Degree In One Of The Following Fields Of Study (Bachelor's Degree preferred): Child And Family Studies, Child Development, Child Life, Education Inclusive Of Early Childhood, Pre-Kindergarten, Elementary Education, Deaf Or Hearing Impaired, Blind Or Vision Impaired, Special Education, Or Family Life Education, Hearing And Speech Sciences Or Speech And Language Pathology, Human Development Or Human Ecology, Human Social Services, Nursing, Occupational Therapy Or Occupational Therapy Assistant, Medicine, Physician Assistant, Physical Therapy Or Physical Therapy Assistant, Psychology, Counseling Or Social Work
2. Valid Driver's License & access to a motor vehicle
3. Must Acquire Ohio Early Intervention Service Coordinator Credentialing Within One (1) Month of Hire
4. Negative Results of a Two-Step Mantoux TB Test and Drug Screening
5. Satisfactory Results of Local and State Records Checks

POST HIRE REQUIRED TRAINING/ CERTIFICATION/REGISTRATION/LICENSURE:

Acquire/Maintain Applicable License/Certification/Registration in Good Standing; Orientation

OSHA:

Maybe exposed to communicable diseases, loud noises, unpleasant odors. Exposed to individuals with unpredictable and/or aggressive behaviors.

FLSA:

Non-exempt from overtime

PROBATIONARY PERIOD:

210 Days

STATUS:

Classified

Superintendent Date

Employee Date

Code of Ethics & Acknowledgement by Incumbent to Position

I certify that I have received a copy of this position description and that it accurately reflects the nature of the duties which I will be expected to perform, and when I am expected to work.

I further acknowledge that I have received a copy of the Preble County Board of DD Employee Code of Conduct and agree to abide by its contents.

Date: _____

Employee

APPENDIX B

DISTRIBUTION: ORIGINAL IN PERSONNEL FILE, C: EMPLOYEE

OHIO EARLY INTERVENTION SERVICE COORDINATOR; CREATED 05-2-2017, Revised 06-25-2018

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective May 3, 2019 by and between Primary Solutions, an Ohio Corporation ("Developer") and the Preble County Board of DD("Licensee").

Developer has developed and licenses to users its software program marketed under the name Gatekeeper (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

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

License.

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Software as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. The Licensee has thirty (30) days from the expiration date to renew this agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQLAnywhere software accompanying the Software.

Restrictions.

Use of the Software will be restricted to the following modules, as defined by the Software:

- Allocation Recovery Module
- Billing Archive Module
- Case Notes Module
- County Billing Module
- Demographics Module
- Document Imaging Interface
- Forms Module
- Local Payments Module
- Plan Module
- Service Authorizations Module

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; it is provided that Licensee may make one copy of the Software for backup or archival purposes.

Fees.

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Allocation Recovery Module: \$250.00

- Billing Archive Module: \$250.00
- Case Notes Module: \$500.00
- County Billing Module: \$500.00
- Demographics Module: \$250.00
- Document Imaging Interface: \$500.00
- Forms Module: \$500.00
- Local Payments Module: \$500.00
- Plan Module: \$1,000.00
- Service Authorizations Module: \$500.00
- Database Server Upgrade: \$7.00 per license
- Consumer Limit: \$28.48 per active consumer

In consideration for the support of the Software License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for the first 12 hours of support, and Ninety dollars (\$90) per hour for each hour thereafter. Custom software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Support can and will include any installation, on-going training, or other consultation requested by Licensee or deemed reasonably necessary by Developer in connection with support for the Licensee. Hours included in this Support will include travel time to the Licensee's site. Hours (including travel time) necessary to install upgrades to the software will be provided at no cost to the Licensee.

Warranty of Title.

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

Warranty of Functionality.

A. For a period of ninety (90) days following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

Software Maintenance and Technical Support.

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.

Payment.

Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

Taxes.

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

Warranty Disclaimer.

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

Limitation of Liability.

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

Governing Law.

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

No Assignment.

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

Final Agreement.

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

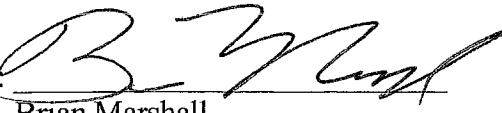
Severability.

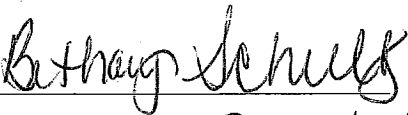
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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

Primary Solutions

Preble County Board of DD

By: 
Brian Marshall
President

By: 
Bethany Schultz Superintendent
Printed Name & Title



Office of Auditor of State
88 East Broad Street
Post Office Box 1140
Columbus, OH 43216-1140

Auditor of State - Unresolved Findings for Recovery Certified Search

(614) 466-4514
(800) 282-0370

I have searched The Auditor of State's unresolved findings for recovery database using the following criteria:

Contractor's Information:

Name: **Marshall, Brian**
Organization: **Primary Solutions**
Date: **5/9/2019 4:29:32 PM**

This search produced the following list of **26** possible matches:

Name/Organization	Address
Marshall, Wendy	2549 Hard Road
Thorner, Brian L	5289 Princeton Rd.
2 B Natural by Design Enterprises, Inc.,	2059 Big Tree Drive
Bocook, Bridgett	267 W. 13th St.
DiMartino, Michael	
Flores, Gabriel	1813 Tuxworth #2
Hudson-Smith, Brittney M	6262 Witherby Avenue
Impact Enterprises,	37 Pointsvie Avenue
Latter Enterprise,	4001 Foskett Road
Latter Enterprise Inc.,	4001 Foskett Road
Latter Enterprise, Inc.,	4001 Foskett Road
Markins, Edward	502 Patricia Drive
Martemus, Tabatha	4640 Walford Road, Suite 214
Martin, Aaron	849 Oakfield Avenue
Martin, Charity	4971 Zimmer Drive
Martin, Christopher	5316 Springfield-Jamestown Road
Martin, Destyne N	8203 Constitution Drive
MGL Enterprises, Inc.,	5365 Valley Woods Drive
New Opportunity Development and Management Services, Inc., c/o Mark Olds,	38510 Flanders Drive
Omar, Hassan	42 Scatt Court
Price, Scott	16098 #25 State Route 235
Prillerman, Byrd	2124 Willamont
Prince, Julianna	
Prine, Jackie	1462 Co. Road 126
Ohio Government Risk Plan Management	1462 County Road 126
Priore, William	8248 State Route 135

The above list represents possible matches for the search criteria you entered. Please note that pursuant to ORC 9.24, only the person (which includes an organization) actually named in the finding for recovery is prohibited from being awarded a contract.

If the person you are searching for appears on this list, it means that the person has one or more findings for recovery and is prohibited from being awarded a contract described in ORC 9.24, unless one of the exceptions in that section apply.

If the person you are searching for does not appear on this list, an initialed copy of this page can serve as documentation of your compliance with ORC 9.24(E).

Please note that pursuant to ORC 9.24, it is the responsibility of the public office to verify that a person to whom it plans to award a contract does not appear in the Auditor of State's database. The Auditor of State's office is not responsible for inaccurate search results caused by user error or other circumstances beyond the Auditor of State's control.