medina county board of developmental disabilities

Monthly Board Meeting
October 26, 2026

Regular Board Meeting - 5:00 p.m.

- **Executive Session: Following General Session**
- ***Link to livestream available on***
  https://www.mcbdd.org/event-calendar/

MCBDD Board Meetings will be held in Board Conference Rooms 1 & 2. Attendees are requested to follow all posted safety guidelines.



The mission of the Medina County Board of Developmental Disabilities is to promote and empower individuals with developmental disabilities to live, learn, work and socialize as citizens in the community.

Medina County
board of developmental disabilities

www.mcbdd.org

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Regular Board Meeting Agenda
October 26, 2026
5:00 p.m.

I. Call to Order

II. General Session

A. Pledge of Allegiance
B. Mission Statement Affirmation
C. Acceptance of Agenda
D. Approval of Minutes
1. Approval of the Minutes from the Regular Board Meeting, September 28, 2026
2. Approval of the Minutes from the Special Board Meeting/2027 Budget Draft Review Meeting, October 12, 2026

E. Presentations
1. Key Life Transitions-Jennie Petrarca
2. Transportation Waiver Options-Ed Dryer/Jennie Petrarca

F. Old Business
1. State/Legislative Updates
2. Board Packet/Dashboard Update

G. New Business
1. Revised 2027 Agency Calendar Resolution #27-26
2. 2027 Delta Dental Contract Resolution #28-26
3. 2027 Budget Allocation Resolution #29-26
4. Non-Federal Share of Medicaid Resolution #30-26
5. Excess Property Resolution #31-26
6. Delegate Assembly Resolution#32-26
7. Appropriation Transfer Resolution #34-26

H. Committee Reports
1. Approval of the Minutes from the Policy Review Committee Meeting, September 28, 2026
2. Policy Review and Approval-Ch. 1 & Ch. 2

I. Reports Review
a. Superintendent's Report
b. Financial Reports: September
- Revenue
- Expenditure
- Cash Balance
- Cash Flow
- Voucher Report

c. Acceptance of Financial Reports Resolution #33-26
d. Board Stats Report
e. Quarterly Reports
f. Action Plan Dashboard Report

III. Open Forum (Board Policy Ch. 2, Sec. 4 E)
- The Board maintains discretion to hold an Open Forum
- The Board may not elect to address public comments during Open Forum; however, the Board shall provide acknowledgement, and response will be provided within a reasonable timeframe
- Five minutes per speaker/9 speakers/45 minutes total

IV. Executive Session

V. Adjournment

The Next Regular Board Meeting is Scheduled for November 16, 2026

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The mission of the Medina County Board of Developmental Disabilities is to promote and empower individuals with developmental disabilities to live, learn, work and socialize as citizens in the community.

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MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
September 28, 2026
Regular Board Meeting

I. Call To Order

The MCBDD Regular Board Meeting was called to order by Board President Mark Gryskiewicz at 5:07 p.m. By Roll Call, other Board Members present included the following: Kelly Smith, Lisa Dreaden, Debbie Bokmuller, Dave Hartman, Andy Olah, and Adina Kolar.

Staff Present included the following: Stacey Maleckar. Annie Finnerty, Carey Bates, Diana Davis, Ed Dryer, Patti Hetkey, Tracey Lambdin, Bobby Richards, Jennie Petrarca, John Krebs, Nicole Richter, Maggie Skultety, Jason Dresden, Molly Usner, Dani Smith, and Marie Friss.

Others Present included the following: Leadership Class 2026 candidates and their families.

II. General Session

A. Pledge of Allegiance

The Pledge of Allegiance was recited.

B. Mission Statement Affirmation

The Mission Statement was recited.

C. Acceptance of Agenda

A Motion was made by Ms. Dreaden, seconded by Ms. Bokmuller, to approve the Agenda as presented. The Motion was approved with a unanimous "yes" vote.

D. Approval of Minutes

1. **Approval of the Minutes from the Regular Board Meeting, July 27, 2026**

A Motion was made by Ms. Smith, seconded by Ms. Dreaden, to approve the Minutes from the Regular Board Meeting on July 27, 2026. The Motion was approved with a unanimous "yes" vote.

E. Recognition

1. Leadership Academy Graduation – Maggie Skultety, Training & Compliance Specialist, and Molly Usner, Community Resource Coordinator

Plaques were given to the four graduates of the 6-month program designed to strengthen the skills of individuals that are served by MCBDD. Ms. Skultety and Ms. Usner spoke about each of the candidates from the 4th Annual Leadership Academy: Joe, Alyssa, Lauren, and Amanda.

Ms. Skultety explained the sessions that were held, their experiences during the program, and the accomplishment of their service project, which in this case was collecting and delivering 35 lbs. of pop tabs to the Ronald McDonald House on 8/31. Additionally, she described that the overall goal of the program is for participants to become more integrated in their communities, but each

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class has a unique focus based on the goal of the four participants. During the selection process, they consider what each person would like to achieve and try to match individuals who would work well together and then build on their strengths.

Thank you to the Board for supporting this continued endeavor and congratulations to the Graduates.

F. Presentation

1. Everybody Works/Employment Success Stories – Ed Dryer, Director of Community Supports & Development, and Jason Dresden, Employment Navigator
    - The Medina County Employment Collaborative (MCEC) has been in existence for about 10 years now; it was developed to bridge a gap between providers and businesses as the county board was no longer providing employment services. In relation to that, the Everybody Works Medina County website was created to assist this collaborative.
    - The collaborative is a partnership of providers, agencies, and schools working to strengthen the local workforce, including connecting businesses with individuals who are qualified and motivated, but may have barriers making it hard for them to find a job. MCBDD acts as the go-between/contact for agencies/providers and the businesses.
    - Mr. Dresden is the chair of MCEC and has also added some local employer partners to the collaborative. The employer partners have been hiring people with disabilities/barriers and hosted our meeting to present to the collaborative about their company and open positions, including a tour of their facility. The process of how the collaborative works was explained, and some success stories of connections/placements were shared. They meet every other month, sometimes at a business.
    - Everybody Works Medina County website: https://everybodyworksmedinacounty.org/
    - Thanks to Patti Hetkey and Community Relations. We took over the responsibility of the website, which has been refreshed and relaunched. Mr. Dresden has taken oversight to make sure it is updated on a regular basis. Within that website, there is a Talent Pool, Employer Resources, and links to careers/counseling for job seekers.
    - Mr. Dresden recently presented, along with Tara Haley from JOG (Jobs for Ohio Graduates), at the Northern Medina County Chamber to the business members about the Everybody Works website. This is the first step in marketing it to the business community now that the website has been redesigned and the Talent Pool re-established. The next step is working with Medina County Economic Development Corporation (MCEDC) and pushing it out to their members.

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Questions:

Q: Ms. Bokmuller asked where the website could be found on the MCBDD site.

A: It is under Community Services/Community Employment.

Q: Mr. Hartman asked why some of the businesses, such as Buehler's, who already employ our individuals, are not listed in the Collaborative?

A: Mr. Dryer explained that they have been involved before but are not currently active in the collaborative. However, they have always been willing to talk to us, and they were previously part of the Advisory Committee. The idea is the connection between the provider trying to find employment for an individual and the company looking for an employee. We, as the county board, provide that connection.

- Mr. Dresden spoke about the upcoming NDEAM (National Disability Employment Awareness Month) Regional Event on 10/14 that we are hosting/cofacilitating with SHRM (Society for Human Resource Management) at the Winking Lizard Conference Center in Bedford Hts. The target audience is human resource staff, to learn about the benefits of *Inclusive Hiring*. In-person we are expecting about 100 people, and we will also have a Virtual opportunity. There is a seat at the table to invite a Board Member to attend also.

Discussion/Questions:

Q: Ms. Kolar asked why there is a cost to attend virtually.

A: It is considered a Lunch and Learn so you can earn continuing education credits for it.

Q: Ms. Smith asked about reaching out to companies in outlying counties.

A: We partner with Employment Navigators in the other counties to keep a single point of contact between the businesses and the agencies looking to place employees.

Q: Mr. Olah asked about a Business Collaborative.

A: Commitment for businesses to get together on a regular basis is difficult, so that is why they are invited to join this Collaborative.

Q: Ms. Bokmuller asked if we had an estimate of how many individuals are employed vs. how many wants to be employed.

A: Mr. Dryer explained the Path to Employment; Mr. Dresden reaches out to the SSAs if their individuals are on Step 2 (they want help finding a job) or Step 3 (they want to know more about employment) and offers to attend the ISP meeting. He also tracks the number of individuals with OOD (currently 33) actively looking for a job.

G. Old Business

1. Board Packet/Dashboard Update – Bobby Richards

Mr. Richards demonstrated the new Board Member Portal on SharePoint. He showed how to navigate the dropdown menus and explained what will be placed into the various folders. There are also some helpful links on the main page. The board packets will be found here. He showed how to open the bookmarks/table of contents in the side panel, so instead of scrolling through everything you will be able to jump to the information you need in the board packet.

There will be future updates eventually to collaborate and mark up the document, but currently you would have to download it to mark on it. Once the board packet is uploaded, Mr. Richards

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will send out a link. You will have to log in with your MCBDD email and password to get to the Portal. There will be a folder for the policies being discussed and updated.

Mr. Richards and Matt Taylor, Network Administrator, are working with Marsha from DatSmart with Power BI on an interactive dashboard. Hopefully before the end of the year, it will be launched. The board members are excited to have everything easily accessible and digital.

2. State/Legislative Update – Stacey Maleckar, Superintendent

The legislators are all over the map right now; all major decisions basically hinge on the upcoming elections. OACB has been facilitating meetings with both Governor candidates' campaign staff and assembly leaders, laying the groundwork.

Superintendents are continuing their talks with DODD, who are currently doing regionalization of 10 counties in the southern part of the State. Another 30 counties are looking to do that as well. Potential that the State will take over 100% of the waiver match. Talks are ongoing with the State dept. of Medicaid, but it is about getting the legislators to appropriate those dollars. The Superintendents have been very clear with the State that they will not regionalize unless that financial piece is in place; the counties do not want that financial risk.

Concerns:

Mr. Hartman expressed his concern with once the State has it as a budget item, in a few years down the road, will they cut it? And then if the county wants to keep it going, we are out in the cold. Ms. Maleckar addressed this saying there are two separate parts: the waiver match is one; local dollars are the other. We have over 700 individuals with a waiver, but we serve over 1500; a lot of that is funded by local dollars. This will not eliminate the SSAs; this is where the InterRAI comes in for the rates being established.

Mr. Olah said they have committed to the current waivers but what about the new ones? Currently there are no restrictions, but there will be a State Waiver waiting list. There are still rules about immediate need within 30 days, as well as current needs. Many times, that current need can be met by local dollars. The State will have a performance contract with the COG (Council of Government), which will be the administrators of this. The other part is if a county has a population over 150,000 people, you are not mandated to be part of a regionalized group, but could choose to join.

H. New Business

1. Momentum Refresh Contract Resolution #24-26

A Motion was made by Ms. Dreaden, seconded by Ms. Smith, to approve Resolution #24-26. Discussion: The contract is for 2 years: 1/2027 – 12/2028. Rates ($2900/day) are the same as the previous years, but some ½ days have been added. This is good marketing/exposure for MCBDD, and it makes for great accessibility for the community. This is a service that is very valuable, a game changer. We only pay for the days we use it; the contract is the max amount.
The Motion was approved with a unanimous "yes" vote.

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2. Appropriation Transfer - Electric to Water/Sewer Resolution #25-26

A Motion was made by Ms. Dreaden, seconded by Ms. Bokmuller, to approve Resolution #25-26. $7000.00 to be moved from one to the other. No discussion. The Motion was approved with a unanimous "yes" vote.

I. Committee Reports

1. Policy Review and Approval – Kelly Smith, Committee Chair

Policies reviewed: Chapter 1 - Mission, Philosophy and Principles; Chapter 2 - The MCBDD (Board); Chapter 3 - Administration - Agency Credit Cards (Section: 2-F); Chapter 8 – School / EI Services (Section: 1-A-18).

- The Committee met to go over the policies before tonight's meeting. They determined that MCBDD will mean the larger entity, whereas the Board will mean the seven Board of Directors in written policies.
- The only major change (Chapter 8) was mandated by ODE, and it states that the school will no longer report absences to the district, they will determine if it is an issue on their own and not get truancy orders or probate court involved.
- Ms. Dreaden asked to clarify that many of the policies are being amended due to needing to be aligned with the State recommendations. Ms. Finnerty confirmed that any major amendments usually reflect changes in the ORC Rules.
- Mr. Hartman questioned the change of the wording of the individual rights to the Easy-to-Read format. It has to do with consistency across the State and how they are taught in the agencies.
- Mr. Olah asked about minutes from the policy committee meeting, and that the Board would like to review those before they vote on it. This committee meets every two months; they have discussed the process of how they will report the information to the Board. Instead of meeting right before a Board meeting and presenting the changes that night, they will give notice the month before regarding what will be reviewed to give the Board Members time to review and make suggestions.
- Ms. Finnerty reminded the Board that the idea of the Policy Committee is that they will review the policy, make recommendations, and then bring their report to the Board for approval. Ms. Finnerty expressed concern with the effectiveness of the other Board Members reviewing and making recommendations for policy at the Regular Board Meeting, in addition to the Policy Committee Review and recommendations. Ms. Finnerty hopes the new process for Board review and input will resolve this issue. Ms. Finnerty reminded the Board that ORC can change at random times, and policy may need to be reviewed immediately.
- Much discussion about how and when the Committee should meet and present their minutes before it was decided to table Policies: Chapters 1 and 2 until the October meeting where committee minutes will be presented and those policies will be voted on.

A Modified Motion was made by Mr. Olah, to approve Policies - Chapter 3 regarding credit cards and Chapter 8 regarding the school reporting absences, which were mandated by ODE. The procedure around Chapter 8 will be more detailed than the language in the Policy. The Modified Motion was then seconded by Ms. Smith. The Modified Motion was approved with a unanimous "yes" vote.

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J. Reports Review

- Superintendent's Report - Stacey Maleckar
- Financial Report(s) - Carey Bates, Director of Business
  - The 2027 Draft Budget is saved in the September Board Meeting folder on the new SharePoint site and is ready for review. There is a Special Board Meeting scheduled for 10/12 to review the budget as a whole. Please send all questions to Ms. Bates, and cc Ms. Maleckar, so that she will be ready.

July

- Revenue – at 56%, no donations received.
- Expenditures – the federal government approved an increase to the mileage rates retroactive to 7/1. It went from $.725 to .76 per mile. This was a surprise mid-year adjustment.
- Cash Balance – $37.8M.
- Cash Flow - $1.1M use of fund balance.

August

- Revenue –at 57%, one donation for Memorial Grove ($40.00).
- Expenses – at 63%.
  - Fiscal Year 2026 supplemental match payment of $1,663,396.
  - Fiscal Year 2027 new quarterly payment of $2,772,291.
- Cash Balance – $32M.
- Cash Flow - $5.8 million use of fund balance: YTD we used $5.6M.
- Projected year-end use is $1.6M after receipt of the 2nd half property tax payment.
  - Mr. Hartman asked about increase with NEON, which was because of transferring funds to cover the expenses for Supported Living and FSS. There is more money with them this year than last year to cover the rate increases.
  - Mr. Hartman asked about Snider Recreation; we used them for our playground resurfacing project, which was paid out of Capital Sales tax.

- Acceptance of Financial Reports Resolution #26-26.

A Motion was made by Mr. Hartman, seconded by Ms. Smith, to approve Resolution #26-26 to accept the financial reports for July/August 2026. The Motion was approved with a unanimous "yes" vote.

- Board Stats Report –
  - Ms. Dreaden likes the evolution of the format.
  - Mr. Hartman wondered about the summary for the referrals and if we were on target for the same number as previous years. Ms. Maleckar said that referrals are based on need, there is not a specific target. Would like to have a YTD column on this as well.

III. <u>Open Forum (Board Policy Ch. 2, Sec. 4 E)</u>

No speakers.

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IV. Executive Session

No Executive Session.

V. Adjournment

A Motion was made by Ms. Smith, seconded by Ms. Dreaden, to adjourn the Regular Board Meeting at 6:58 p.m. The Motion was approved with a unanimous "yes" vote. (Note: Ms. Bokmuller was excused at 6:58 p.m.)

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MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
Special Board Meeting/2027 Budget Draft Review
Minutes
October 12, 2026

I. Call to Order

The MCBDD Special Board Meeting was called to order by Board President Mark Gryskiewicz at 4:40 p.m. Other Board Members present included the following: Dave Hartman, Debbie Bokmuller, Lisa Dreaden, Kelly Smith, and Andrew Olah. Ms. Kolar was excused.

Staff present included the following: Stacey Maleckar, Annie Finnerty, Shannon Lees, Diana Davis, Bobby Richards, Ed Dryer, Jennie Petrarca, Patti Hetkey, and Tracey Lambdin.

II. General Session

A. Pledge of Allegiance

The Pledge of Allegiance was recited.

B. Mission Statement Affirmation

The Mission Statement was recited.

C. Acceptance of the Agenda

A Motion was made by Ms. Dreaden, seconded by Ms. Bokmuller, to accept the Agenda as presented. The Motion was approved with a unanimous "yes" vote.

D. Presentation

1. 2027 Budget Draft Review

Ms. Maleckar presented the draft 2027 MCBDD Budget in Ms. Bates absence. See attached slide notes for Board questions, answers, and comments.
Q=Questions; A=Answer; C=Comment

Mr. Olah stated that the structure of the narrative was well done and very comprehensive. The Board agreed. It was also stated that the Board appreciated the ties to the strategic plan in the presentation.

Gongwer News Service is an independent news organization that provides coverage of state and government politics and legislative activity. Ms. Maleckar will send two recent articles to the Board. These articles will also be shared with the County Commissioners and those on the Budget Commission in order to better tell our story.

III. Adjournment

A Motion was made by Ms. Dreaden, seconded by Ms. Bokmuller, to adjourn the meeting at 5:54 p.m. The Motion was approved with a unanimous "yes" vote.

FOR APPROVAL

_____ _____

Board Chair
Medina County Board of DD

Board Secretary
Medina County Board of DD

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Attachment



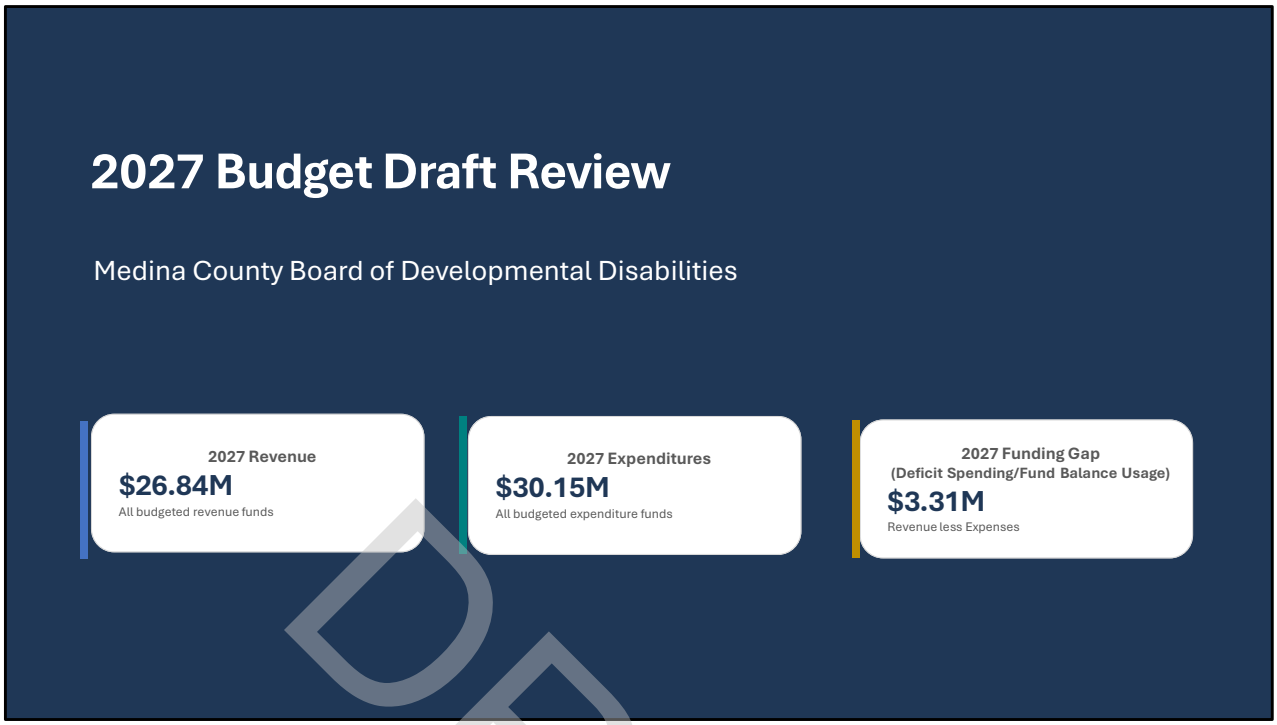
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Today's Budget Review

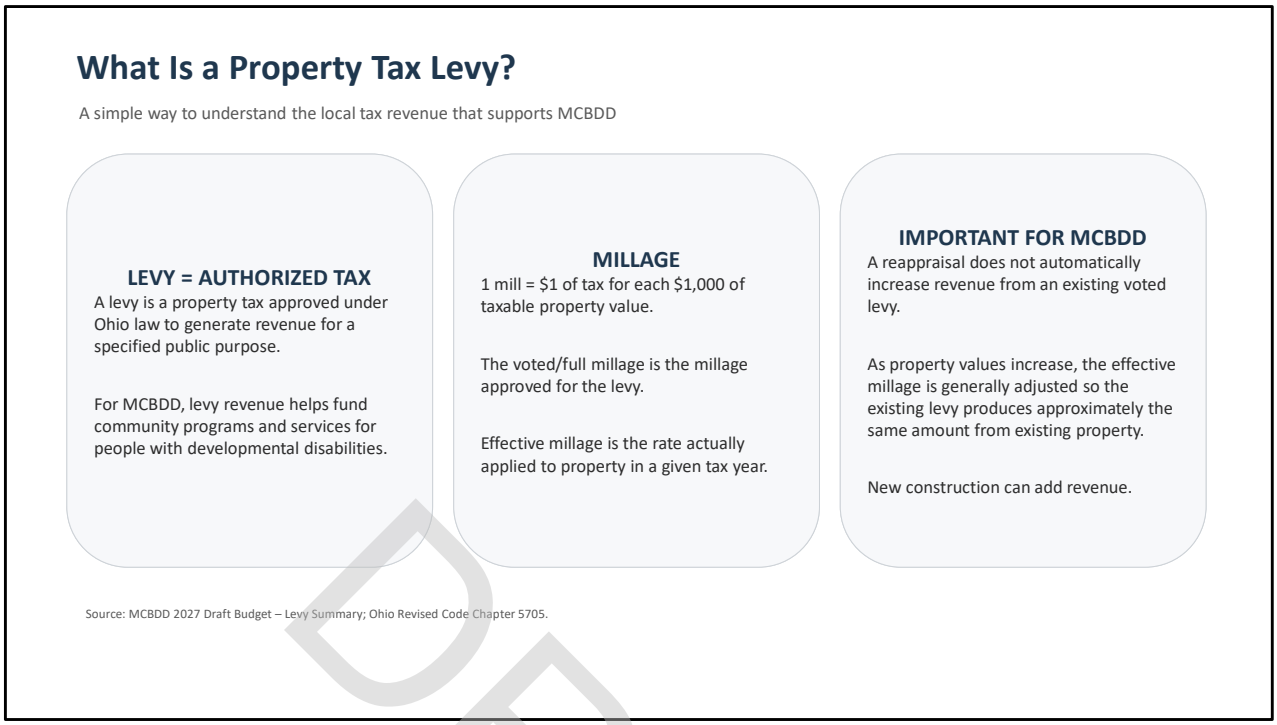
90-minute discussion organized around the agenda

- Levy / Property Taxes — what a levy is, current levies, and threats to property tax revenue.
- Budget Narrative — revenue changes, expenses, strategic plan and budgeting, transfers and reserve accounts.
- Waivers / Match — waiver enrollment, costs and trends, and local match.
- Projections — review the 10-year cash projection and key assumptions.
- Budget Changes / Next Steps — identify changes needed and next steps.

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This is a draft budget review. The purpose is to explain the major assumptions, changes, and longer-term financial picture before the budget is finalized.



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Q: If I bought a new home now, would I come in at the reduced effective rate or the original rate?
A: You would come in at the original millage, we get a little bump in revenue from new construction.

Current MCBDD Property Tax Levies

Three levies currently generate MCBDD property-tax revenue

Levy	Type	Current Term	Full/Voted Millage	*Effective Millage	2025 Tax Year Values, Collected 2026
2012 levy	Replacement	Continuing	1.90 mills	1.21 mills	$10,030,540
2000 levy	Replacement	Continuing	1.00 mill	0.50 mill	$4,311,880
2019 levy	Renewal	10 years ● 2020-2030	1.12 mills	0.71 mill	$5,912,650

2027 Budget Context

2027 draft property-tax revenue: approximately $20.34 million.

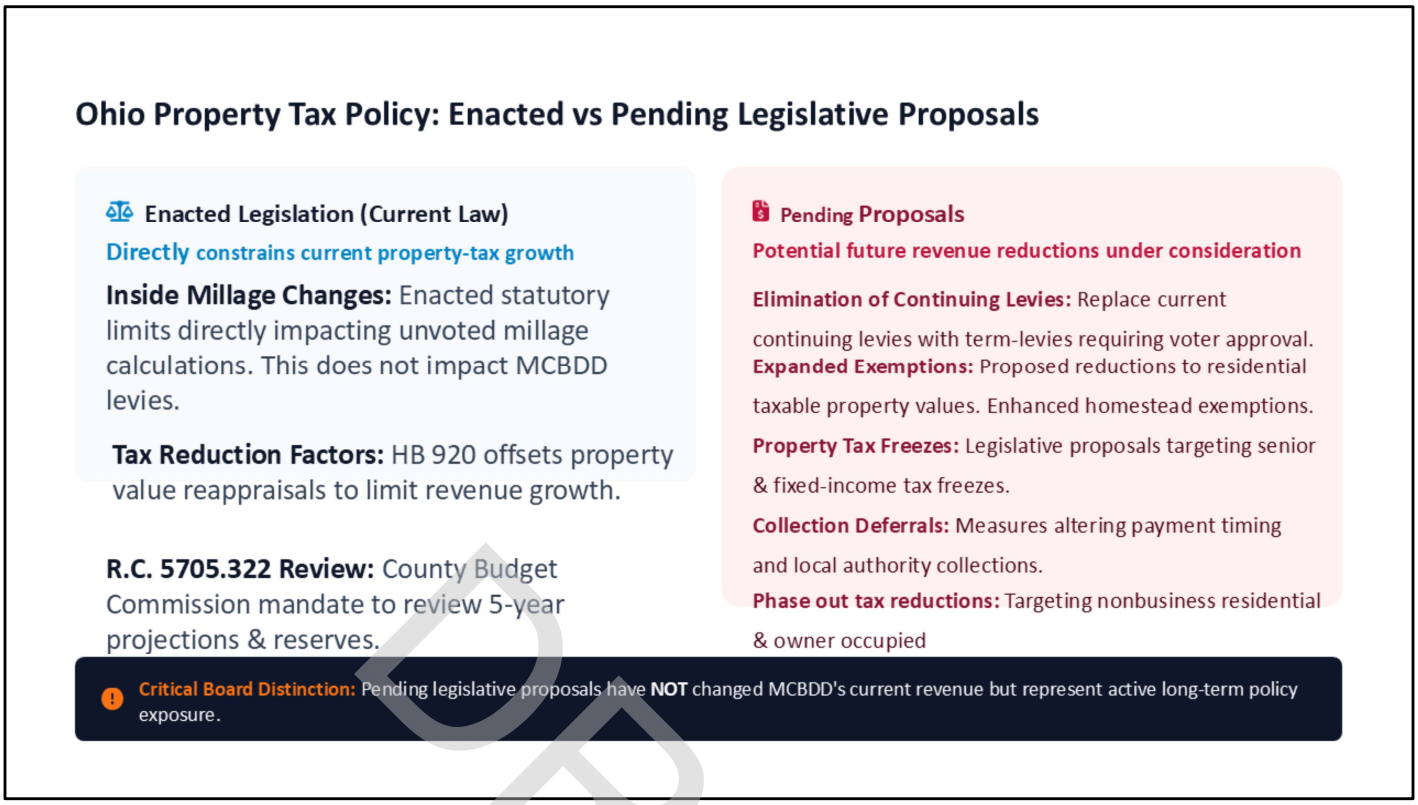
- The budget projection identifies 2030 as the last collection year of the 2019 renewal levy and assumes a future renewal for projection purposes.
- Replacement levies are no longer permitted.

*Effective millage is the rate actually levied on property in a given year and can differ from the original/voted millage.
Source: MCBDD 2027 Draft Budget – Levy Summary (Tax Year 2025 values collected 2026).

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The 2012 and 2000 levies are continuing levies. The 2019 levy is the current 10-year renewal, collected beginning in 2020 and identified in the budget projection through the 2030 collection year.
2012 continuous levy was previously “renewed” in 1995 (17 years) prior to 1995 it was a term levy.
2000 continuous levy was previously “renewed” in 1998 (2 years) prior to 1998 it was a term levy.
2019 term levy was previously “replaced” in 2010, 2000, 1991 (renewal).

Q: Who decided that the 2002 levy could be continuing? Did we have to go back to the voters?
A: Yes, it went to the voters. Voters must approve any levy changes. The Board makes the decision to request a levy be placed on the ballot. The County Commissioners have the authority to approve or deny that request.



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ORC 5705.322 – effective 10/17/2019 – in determining whether to REDUCE our levies, the Budget Commission shall take into consideration the 5-year projection of revenue and expenditures that we prepare (per ORC 5126.053). Before making such a determination, the Budget Commssion shall hold a hearing solely on the question of whether to reduce our collections. Publish in newspaper once a week for 2 consecutive weeks. The second publication shall not be less than 10 or more than 30 days before the date of the hearing and notice shall include date, time, place and subject of hearing and a statement that determination to reduce our levies may result in a decrease in revenue available to the county board.

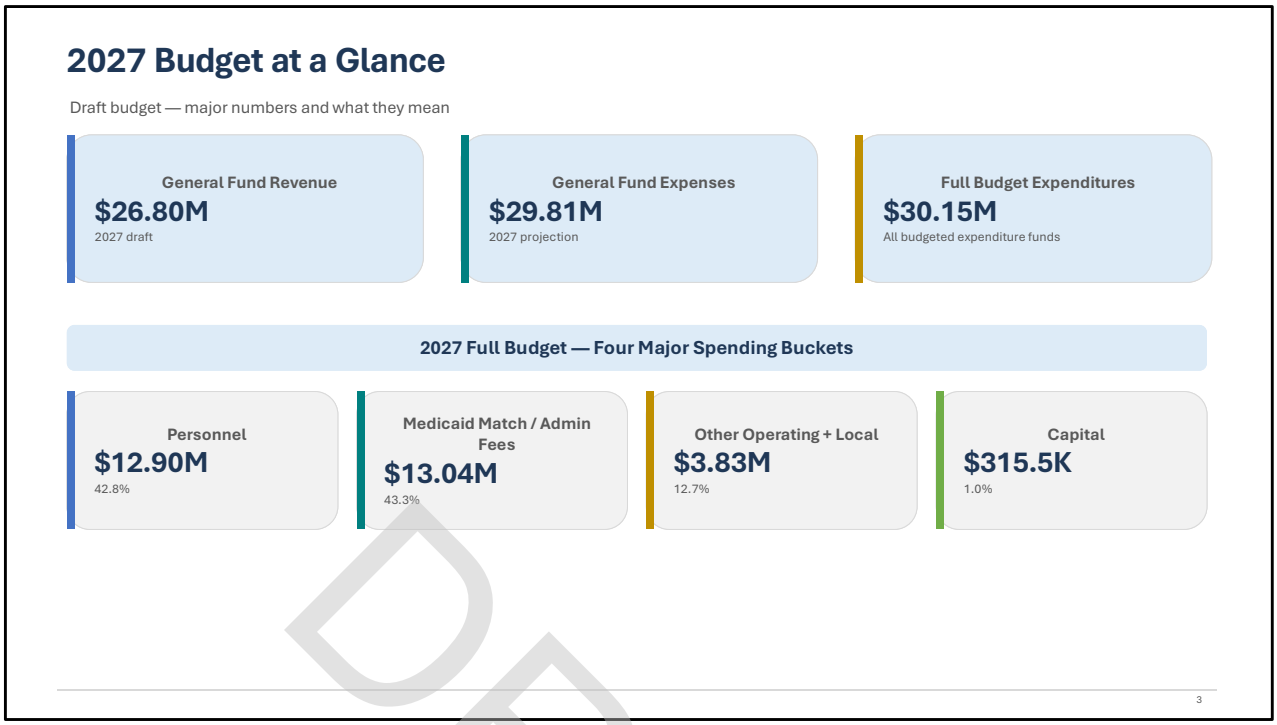
Not currently in legislation but being analyzed between OACBDD, DODD and Medicaid is the concept of DODD taking over Medicaid match responsibility – either in part or in whole. Too many unknowns at this time to project any future changes.

Q: Budget Commission: Are some of the players changing? (local legislators: Prosecutor/Auditor/Treasurer)

A: Yes, the Auditor will definitely change. Now, the Prosecutor can recuse themselves and a Commissioner can be on it. Colleen Swedyk, President, has been sitting on this Committee; however, she is retiring next year. The new Auditor won't start until March; we anticipate late summer for us to go before the Budget Commission.

Q: This past year we got hit with over a quarter million piggyback for the Homestead. Do you see that coming again?

A: I do not think so. I haven't heard anything. Medina County was the minority of counties that did homestead rollback.



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Important distinction: General Fund revenue is $26.80M. The $30.15M figure is the full budgeted expenditure total.

The 2027 General Fund revenue-to-expense projection shows a $3.01M difference.

Other fund revenue (sales tax-donated) totals - $43,700 – All fund deficit - $3.31M

Q: Is it consistent across the state to have Medicaid costs higher than personnel costs?
A: Yes, but it depends. Personnel is usually always your highest cost because we are a people business. Some county boards don't give out as many waivers, or the state pays for their waivers. What is consistent is that the match costs are rising.

Q: Do we plan on a 3% salary increase for staff in 2027, and do you anticipate being asked for more during negotiations?
A: Yes, we do plan on 3% salary increases. OEA negotiations are in the summer of 2027 and we do anticipate they will request a higher percentage of increase.

2027 Revenue: Where the Money Comes From

Revenue Source	2027 Draft	Share of GF Revenue
Property Tax	$20,336,090	76.0%
Federal	$4,029,540	15.0%
State	$952,500	4.0%
Other Local	$1,478,623	6.0%
Total	$26,796,753	100.0%

Property Tax
$20.34M
Largest local revenue source

Federal + State
$4.98M
19% combined; includes grants and reimbursements

Other Local
$1.48M
Reimbursements and other local revenue

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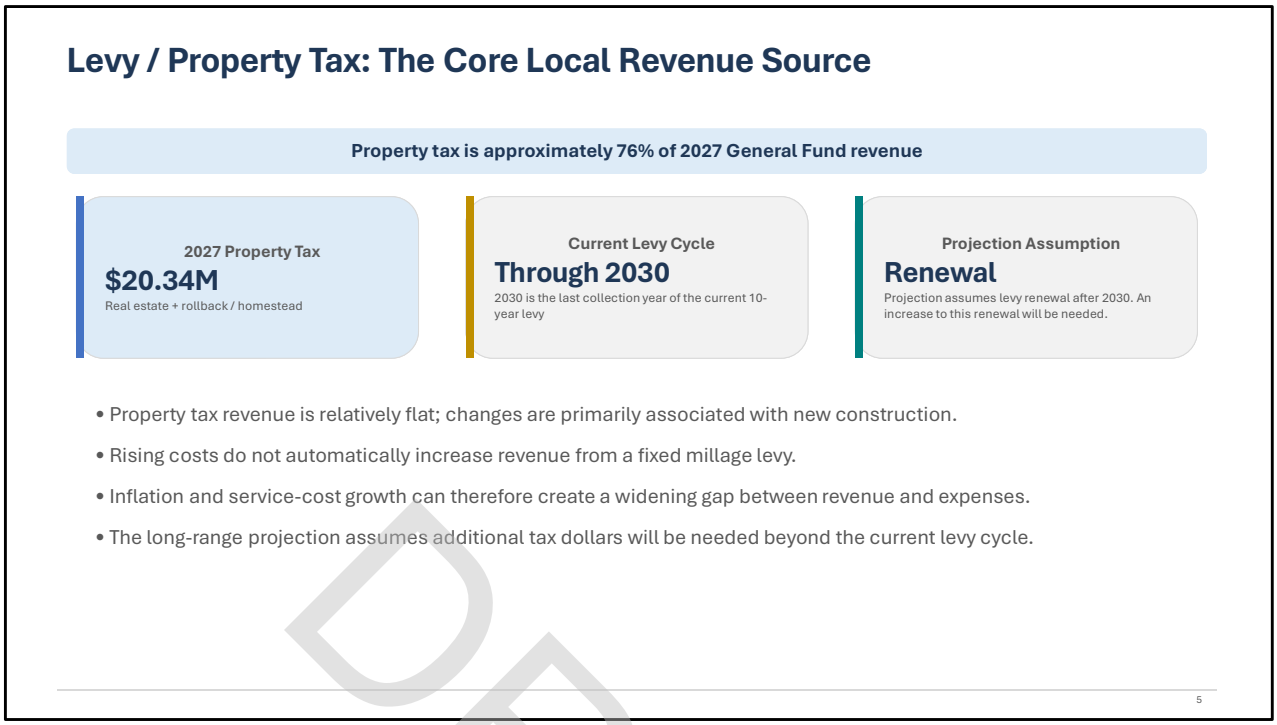
2027 General Fund revenue is $26,796,753. Property tax represents about 76% of General Fund revenue.

Federal – Cost Report settlements ($1.3M), waiver match reconciliation ($506k), TCM ($1.1M), MAC ($967k), waiver billing for Transit contract ($30k), Title XX (EI)($78k) , IDEA-VI-B (school) ($30k), NSLP ($22k)

State – DOE subsidy ($560k), Capital Housing pass-through (if project needed - $375k), Atty General School safety rant ($2500), remainder of FY27 RAP pmts ($15k)

Other Local – School tuition ($1.1M), EI contract – FFC ($22k) + DODD ($121k), County reimbursement for garage mgmt. ($67k) – ends in CY2027, JFS match share (2) individuals ($50k), new in CY27 provider reimb for CPR/FA classes ($8640)

Q: Do we see charging providers for CPR/FA as deterring to those wanting to become a provider?
A: We are currently charging the agencies and independent providers at a reduced rate. The trend has been that people will sign up for it, we pay for it, and then they don't show up. We will still provide the BCI checks at no cost.



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Current inflation rate is 3.4%
Future waiver/match growth averaging at 5% (prior 4 years average was 22% increase – rate increases) – also impacts locally funded services

Projection retains the renewal past 2030. Based on expenditure trends a renewal + increase or renewal + new money will be needed.

C: Board Member stated he is surprised the school is required to have a Constitutional Day.
A: It was stated that it is not an option.

Revenue Changes: What Moves from 2026 to 2027?

General Fund Revenue	2026 Projected	2027 Draft	Change
Property Tax	$20,680,438	$20,336,090	-$344,348
Federal	$4,834,866	$4,029,540	-$805,326
State	$897,104	$952,500	+$55,396
Other Local	$1,140,224	$1,478,623	+$338,399
Total	$27,552,632	$26,796,753	-$755,879

Largest Decline - Federal
-$805K
~16.7% decrease/$805k

Property Tax
-$344K
~1.7% decrease

Other Local
+338K
~29.7% increase

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Key revenue detail: Medicaid settlement is budgeted at $1.806M in 2027 versus $2.677M in the 2026 projection. Settlement timing depends on annual cost-report settlement and auditor timelines.

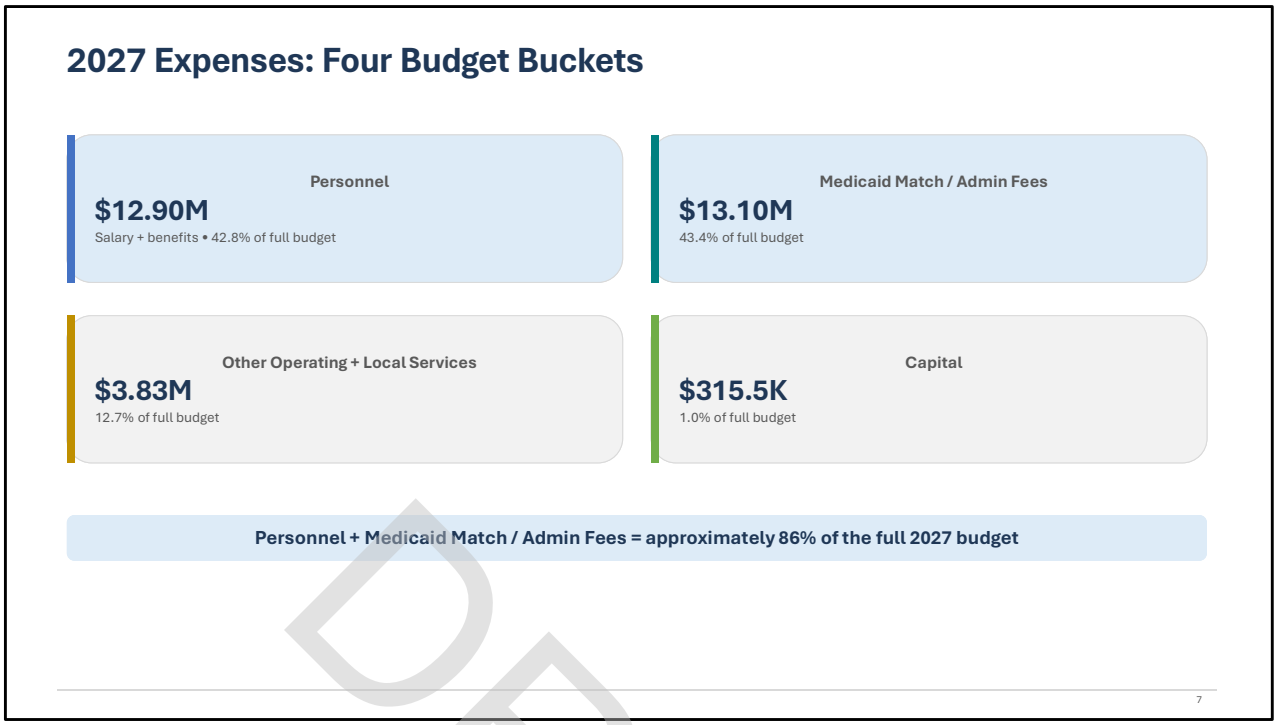
Property Tax – more new construction $ received in 2026.

The major federal decline is largely tied to the lower Medicaid settlement assumption. In 2026, received 2 cost report settlements when 1 was budgeted.

State revenue increase slightly due to capital housing pass-thru funds (cost of housing is higher).

Other local includes changes in school tuition costs, additional EI grant $ (DODD), JFS match share for 2 individuals (not 1) and new billing providers for CPR/FA classes.

No questions.

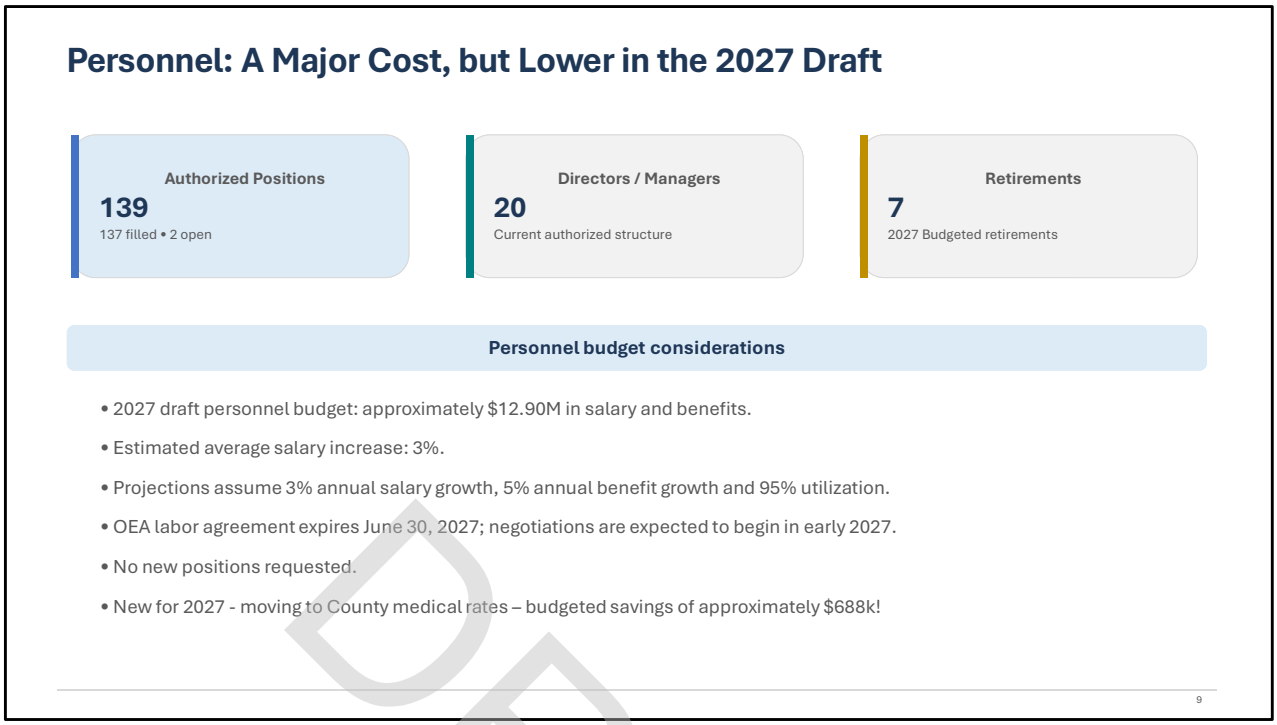


DRAFT

The full 2027 expenditure budget is $30,149,113. The four buckets are a presentation grouping: personnel $12,897,947; Medicaid Match/Admin Fees $13,043,622; other operating plus remaining local funded services about $3.892M; capital $315,500. These are similar groupings on how the required 5-year CB Cost Projection tool is completed.
Other Operating – administration, IT and facilities costs ($1.2M) – 31% of total
Local Services – locally funded services such as adult day support, NMT, employment, FSS, SL-residential, campership, etc. but also EI, School, therapies, SSA, provider supports, special Olympics, Assistive Technology, etc. ($2.6M) – 69% of total
Capital is based on 10-year plan. Facility assessment being completed in Fall of 2026 that may impact the current future projections.

Q: What is an example of “capital?”
A: Renovations, heat pumps, etc. (maintenance/infrastructure)

Q: There are seven staff retiring in 2027, but no new positions in the budget?
A: That is correct. At least two of the positions will not be filled when the staff retires and the others will be reviewed and filled, if needed. What was listed in the budget was no new positions being requested, it does not include filling in vacated positions.



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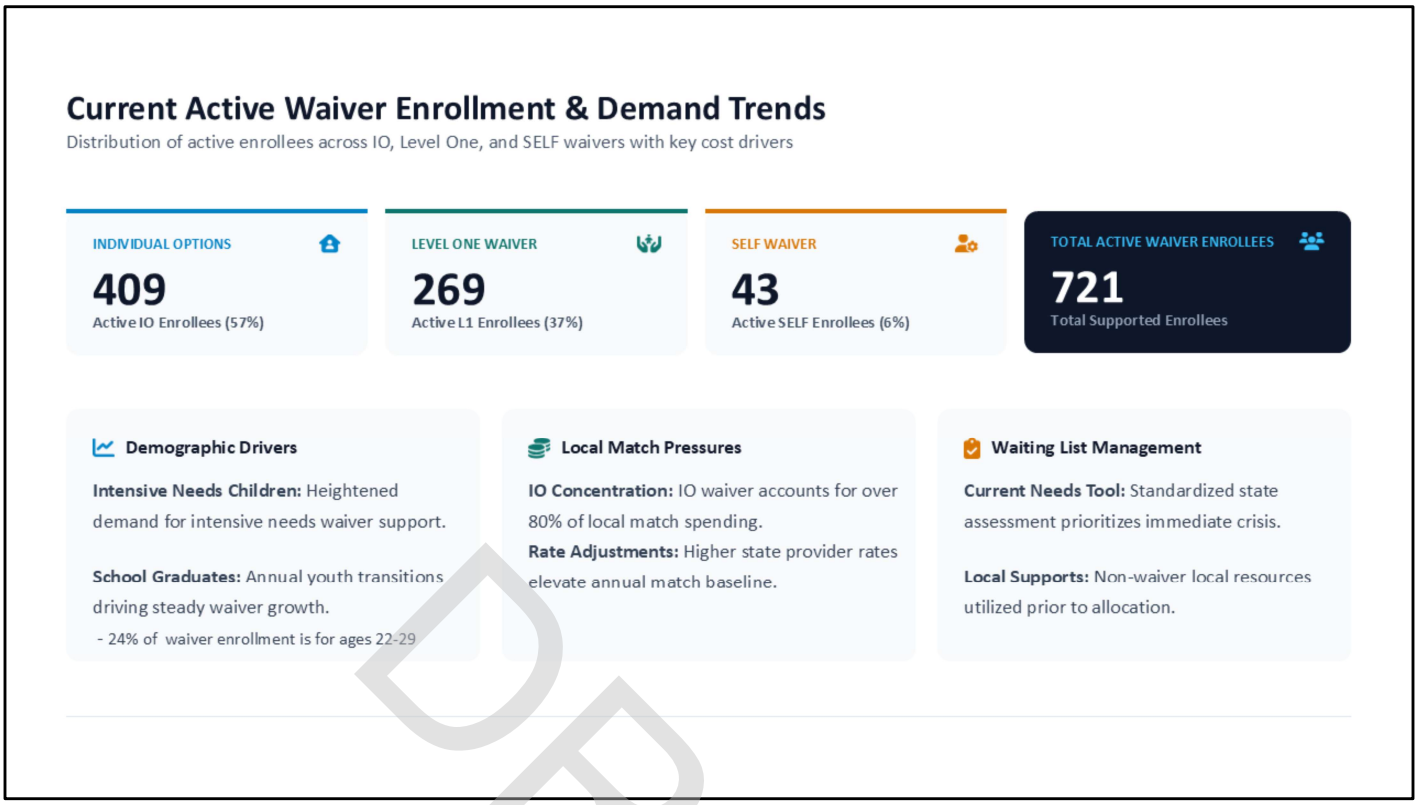
Personnel is a major fixed/recurring cost. The 2027 draft is lower overall than 2026 in the expense workbook, but salary and benefit assumptions remain important to the long-range projection.
- 3% avg salary increase, 5% benefit growth

County medical rates! $688k budget savings

Possible Retirements – (1) Administration, (3) Children Services (1-EI, 1-therapist, 1-secretary), (2) Community Supports, (1) SSA (PBS) – all positions will be reviewed for replacement or not – this is an ongoing review for sustainability of costs.

Projections include a “utilization” factor – not 100% of budgeted costs are expended. This closes the gap between budget vs actual for a more realistic projection.

Q: There are seven staff retiring in 2027, but no new positions in the budget?
A: That is correct. At least two of the positions will not be filled when the staff retires and the others will be reviewed and filled, if needed. What was listed in the budget was no new positions being requested, it does not include filling in vacated positions.



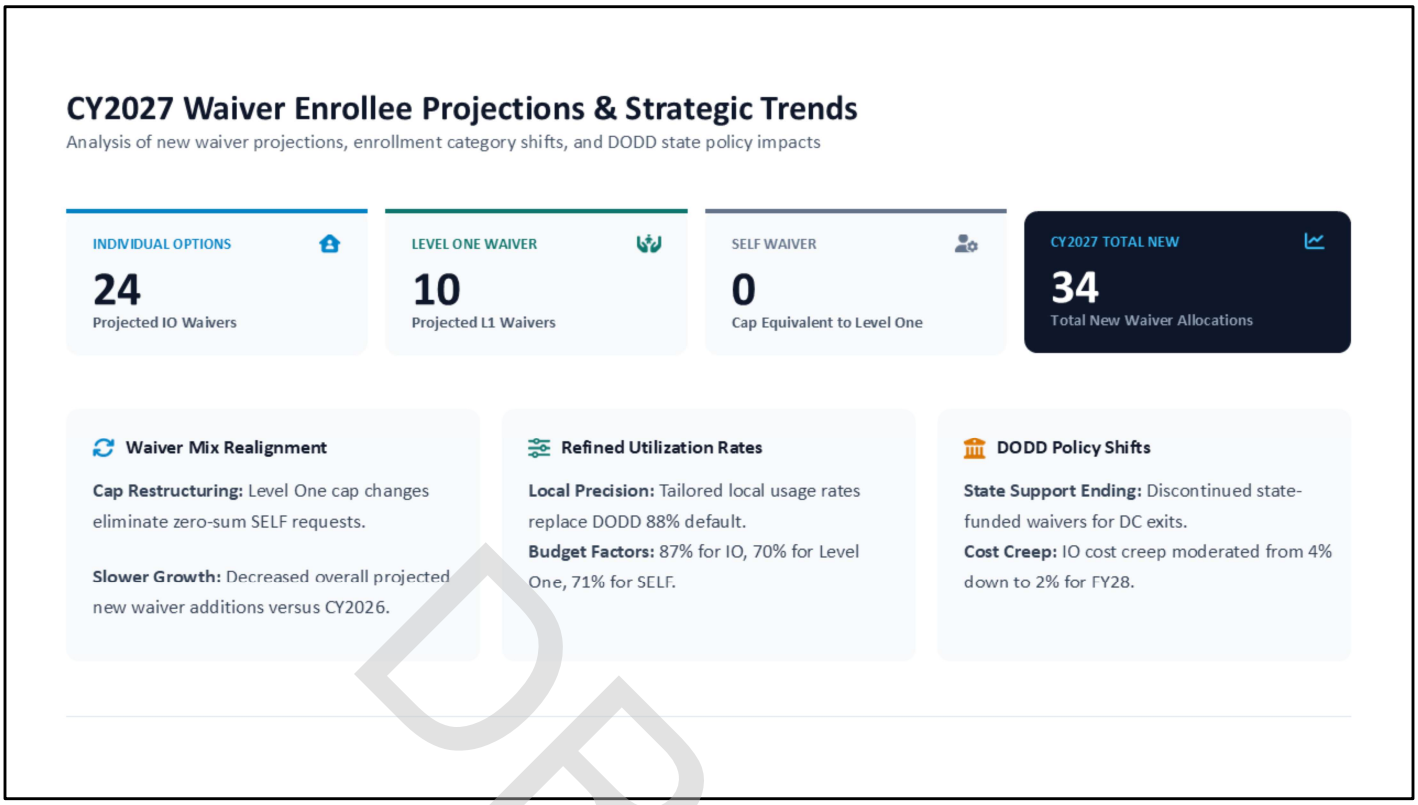
DRAFT

Immediate needs = must enroll on a waiver

Local supports are offered before waiver enrollment to evaluate and ensure needs are being met with the proper resources.

Waiver match is a lifetime commitment.

C: There's a lot of noise around about the current new assessment being rolled out and litigation related to significant reduction in hours.
Q: Is this the first time there is state-wide standardization of that evaluation or has it always been level 1-5 and we just think there is greater consistency that this tool is driving?
A: They think this tool will be more consistent with assessing needs. We currently use the ODDP statewide.
C: So, once we have all these assessments done, that might change what we have to fund, services?
A: The interRAI assessment provides a funding acuity but does not do anything about services. Services will still be addressed in the ISP.



DRAFT

Waiver match utilization rates change from year-to-year.

Cost creep changes from year-to-year.

Prediction match costs a year in advance. Use historical data and current WL information when determining new waiver counts.

Q: Why are no SELF waivers being budgeted for 2027?
A: They are more challenging to use. The main feature i.e. self-direction has been added to the Level One waiver.

Q: Is there a waiting list?
A: We do not have a waiting list. The assessment tells us when a person will have a need i.e. immediate, within a year. Those with immediate needs are put on a waiver.

Q: How do we get the projected number of waivers for the upcoming year?
A: Ms. Bates is very good at analyzing historic trends and anticipating what will be needed.

Medicaid Waiver Match: The Fastest-Growing Major Cost

State Fiscal Year	Total Billable Match	Total State Match	Net Local Match	% Change
2020	$6.36M	$2.71M	$3.66M	
2021	$6.76M	$2.80M	$3.96M	8.0%
2022	$6.80M	$2.78M	$4.02M	1.5%
2023	$7.61M	$2.84M	$4.76M	18.5%
2024	$11.06M	$4.47M	$6.59M	38.4%
2025	$15.63M	$6.06M	$9.57M	45.2%
2026	$17.24M	$6.08M	$11.16M	16.6%
2027	—		$12.68M*	13.6%

2027 Match Only

$12.68M

Approximately 42% of full budget

Levy Share Used for Match/Admin

~64%

2027 projection

- Growth reflects waiver utilization, rate changes, new waivers and the local share after state/federal participation.
- Changes in federal participation would affect the local match.

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DRAFT

2027 Medicaid Match/Admin Fees are $13.04M in the 10-year projection (CY27 costs). The packet identifies approximately 64% of levy revenue being used for match/admin in 2027.
FY27 match 34.95%, FY28 match 34.97%

- Total Billable Match takes into account a utilization factor of 88% vs 100% authorized
- State Allocation + State Match - DODD supported waiver match cost changes (rate increases, etc.) and fully state-funded waivers
- Net Locally Funded Match - MCBDD's match responsibility
- FY24 & FY25 is when DSP wage increase was implemented
- FY20 through FY24 uses the final match reconciliation information
- FY25 & FY26 uses the supplemental match reconciliation information

Q: Is the leap that we see due to the DSP increases?
A: Yes, that is the big driver and the increase in waiver needs. Also, when the state allocated additional dollars, they don't have to reallocate those dollars. Any new waivers, the county board assumes the entire cost increase.

Other Operating & Capital: Targeted Reductions and Planned Needs

Category	2027 Draft	Change vs. 2026
Supplies	$199,200	-10.4%
Contract Repairs	$33,100	-23.6%
Travel & Conferences	$124,150	-24.3%
Contract Services	$2,240,473	-14.6%
Special Projects	$562,400	+5.2%
Equipment	$115,050	-15.3%
Capital Plan	$315,500	Planned needs

2027 Capital Plan

$315.5K

Annual plan; evaluated and updated

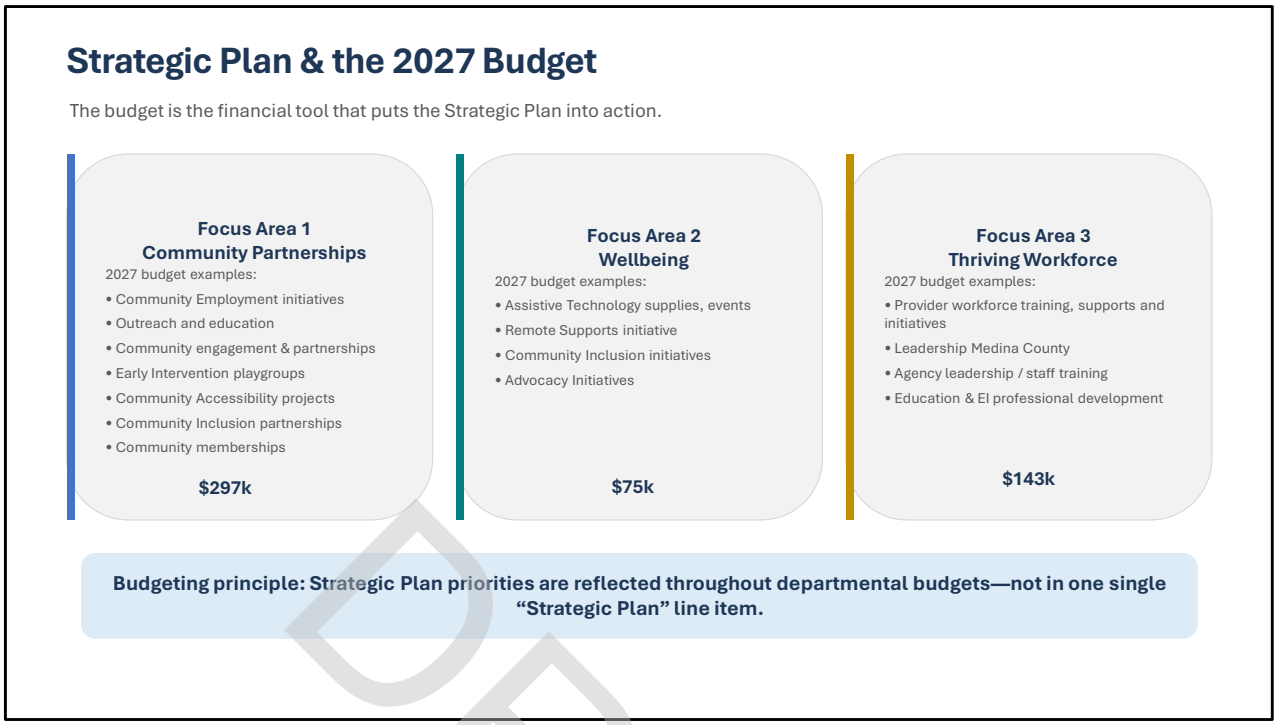
- 2027 needs include HVAC (incl. large workshop heat pump), IT cabling/switches, painting/floors, window film, plumbing, doors and contingency.
- 10-year capital plan is evaluated annually and will be updated following the facility assessment.
- Capital spending is funded separately from recurring operating costs.

10

DRAFT

- Capital plan total is $315,500 for 2027. $109.5k less than in 2026. Cash balance (9/30/26) in 2855/2856 (including reserves – 25% of replacement costs)- $3,792,580 (10-year costs $2.1M to be updated after facility assessment completed).
- More contract repairs being done in house
- Travel-training – no more OACBDD spring conference, removal or changes to some professional development costs, OACBDD executive development occurs in even years.
- Special Projects – capital housing pass-through project. Increase to cost of housing (Budget went from $325k to $375k)
- Equipment costs reduced for CSD (less tech plan equipment and replacement desks purchased in 2026), Education equipment was reduced for less tech plan needs and equipment needs purchased in 2026.

C: Capital was hit heavily in the last five years with major repairs.
C: Bobby has done a good job pacing the building repairs.
C: (SM) The 10-Year Plan helps keep the costs down.



DRAFT

The 2027 budget narrative identifies Strategic Plan connections across multiple departments and expense categories.

No questions.

10-Year Projections: Revenue Does Not Keep Pace with Expenses

Spending down cash balance and reserves

Year	General Fund Revenue	General Fund Expenses	General Fund Annual Difference (Deficit to come from cash balance & reserves)
2027	$26.80M	$28.91M	-$2.11M
2028	$26.22M	$29.37M	-$3.15M
2029	$26.23M	$30.14M	-$3.91M
2030 – Last year of term levy collections	$26.34M	$31.31M	-$4.97M
2031 – Levy renewal & increase/new needed	$26.43M	$32.36M	-$5.94M
2032 – current reserves exhausted	$26.51M	$34.32M	-$7.81M
2033 – cash balance at 20% (below 42% min. policy)	$26.59M	$35.44M	-$8.85M
2034 – negative cash balance	$26.68M	$36.72M	-$10.04M
2035	$26.76M	$37.95M	-$11.19M
2036	$27.07M	$39.33M	-$12.26M

The projection shows a structural gap under the current assumptions.

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This is **a General Fund only** projection. It assumes levy renewal after 2030 and additional tax dollars will be needed. The annual difference represents projected use of fund balance, not an immediate cash deficit.
Revenue projections assume current term levy is renewed. However, a renewal and increase and/or a renewal + new levy will be needed to keep up with current expenses & services (Medicaid match, personnel and local services).
Projection assumptions include the following utilization factors for 2028 and beyond:
- Salaries (3% each year)/benefits (3% each year, except when new SSA position added in even years) – 95% utilization
- Other Operating/Local – 90% of CY2027 budget for 2028, then flat in remaining years
- Match projections are based on FY27-27 plan costs, changes in match % and assumptions. This is evaluated and updated every year.

Q: If the state takes over the waiver match, which is the model in most states, will we just ask for a smaller levy to fund local services?
A: That is one option to look at come 2029. How much do we need to cover local services such as EI, School, Behavior Support, provider support, etc.
C: (SM) We are fortunate because we are very conservative with funds and have great support from the community. Some counties aren't giving out waivers because they can't afford it. The state would determine who gets the waivers if they take over the match.

Cash & Reserves: Time Buys Flexibility, Not a Permanent Solution

2027 Projected Ending Cash
$29.76M
Including reserves

2027 Reserves
$11.5M
General Fund reserves

2030 Ending Cash
$17.7M
Projected cash turns negative in 2034

Year	Ending Cash Incl. Reserves	% of cash balance
2027	$29.76M	101%
2028	$26.61M	88%
2029	$22.70M	73%
2030	$17.74M	55%
2031	$16.30M	48%
2032	$16.05M	45%
2033	$7.20M	20%
2034	($2.84M)	-7%
2035	($14.03M)	-36%
2036	($26.29M)	

- General Fund Reserve is based on prior-year General Fund expenses times the 40% amount allowed by ORC 5705.
- Capital reserve/cash declines as the 10-year capital plan is funded.
- % of cash balance is projected against next years' expenses
- Minimum cash balance policy is 42% at the end of the levy cycle.
- Projections assume term levy continues as-is past 2030
- Reserves provide time and flexibility, but the projection indicates they cannot permanently offset recurring annual gaps.

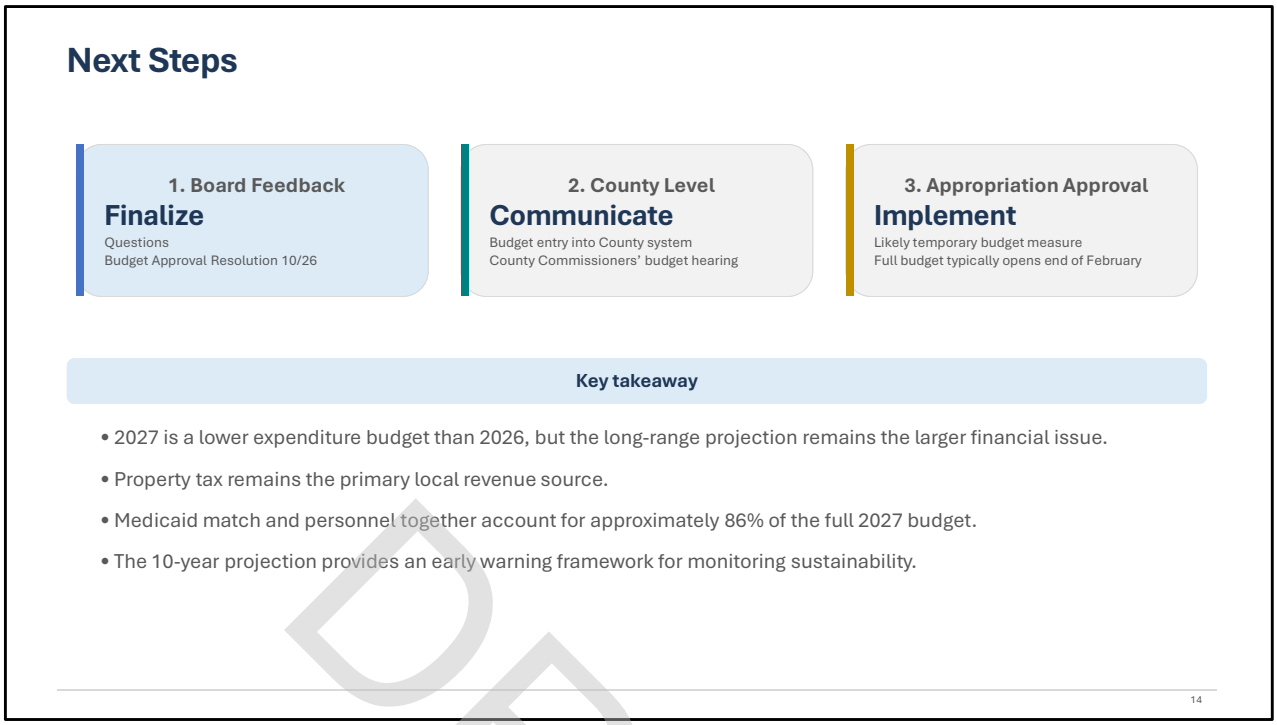
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DRAFT

The projection's ending cash includes reserves. The packet identifies $6.5M as approximately one quarter's worth of expenses and a minimum cash balance policy of 42% at the end of the levy cycle.

Planning Goals: maintain a reasonable deficit to spend down reserves, ensure deficit is replaceable with passable mileage, continue educating the community about our services.

No questions.



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Questions? Answered throughout meeting.
Board approval at October meeting? Yes.

County budget entry due by November 25th – new MC Finance portal (usually Munis direct entry)
County Commissioner's budget hearing – weeks of January 18th and February 5, 2027
Anticipated Final Budget Adoption – February 23, 2027

C: (SM) Board approval at October Board meeting; budget entry into county system/County Commissioners Budget Hearing; implement temporary budget until full budget open.

Medina County
board of developmental disabilities

RESOLUTION #27-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

REVISION to 2027 MCBDD AGENCY CALENDAR

A motion was made by _____ and seconded by _____ to approve the requested revision to the 2027 MCBDD Agency Calendar.

Explanation:

The revision is to remove the 2027 October Staff In-Service Day due to the mandatory annual staff trainings now being completed via BODDWorks. The 2027 March In-Service will remain in place.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #27-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

Medina County board of developmental disabilities

DRAFT

Calendar is subject to revision

2027 MCBDD Yearly Calendar REVISED

Approved: 2.23.26

January

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March

Su	M	Tu	W	Th	F	Sa
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14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May

Su	M	Tu	W	Th	F	Sa
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June

Su	M	Tu	W	Th	F	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

July

Su	M	Tu	W	Th	F	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

August

Su	M	Tu	W	Th	F	Sa
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October

Su	M	Tu	W	Th	F	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

October In-Service Day Removed

November

Su	M	Tu	W	Th	F	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December

Su	M	Tu	W	Th	F	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	1

Holiday - Agency Closed
Holiday - 9 month staff only
Holiday - 12 month staff only
Winter Break - 12 mo. Staff/Agency Closed
In-Service Day-Agency Closed
Return to work from winter break

Medina County
board of developmental disabilities

RESOLUTION #28-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

2027 DELTA DENTAL CONTRACT

A motion was made by _____ and seconded by _____ to authorize the Superintendent to enter into a contract with Delta Dental for the following services:

Employee Dental Insurance

The contract will be effective from January 1, 2027, through December 31, 2027, for an amount not to exceed $134,920.00.

Explanation:

There are no changes to the level of benefits and there are no rate increases.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #28-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

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Rates - Non-Retention		
Rates per enrollee per month	**Current Rate(s)** January 1, 2026 through December 31, 2026	**Renewal Rate(s)** January 1, 2027 through December 31, 2027
Enrollee only	$35.98	$35.98
Enrollee and spouse	$70.78	$70.78
Enrollee and child(ren)	$90.46	$90.46
Enrollee, spouse and child(ren)	$126.56	$126.56
Overall Percent Change	0.00%	

Rating Requirements
Minimum client contributions: 0 percent for employee and 0 percent for dependent(s).
Tied to medical: No
Covered Persons choosing this dental plan are required to remain enrolled for a period of 12 months. Should a Covered Person choose to drop coverage after that time, he or she may not re-enroll prior to the date on which 12 months have elapsed. An election may be revoked or changed at any time if the change is the result of a qualifying event as defined under Internal Revenue Code Section 125.

Rating Assumptions
Rates do not include any applicable claims taxes. The rates are valid only for the effective date noted above and are guaranteed for a one year non-retention contract.
These Rates assume that Claims from Nonparticipating Dentists will be paid using our national out-of-network fee table.
Self-billing is not allowed and you agree to pay as invoiced each month.
Standard subscriber materials will be provided to you to distribute to your members. These include the Summary of Dental Plan Benefits, Certificate, and reference cards.
Printed dentist directories are not included. You can find participating dentists on our website at https://www.DeltaDentalOH.com.

Delta Dental PPO™ (Point-of-Service) *Coverage effective **January 1, 2027***	**Delta Dental PPO™ Dentist**	**Delta Dental Premier® Dentist**	**Nonparticipating Dentist**
	Plan Pays	**Plan Pays**	**Plan Pays***
Diagnostic & Preventive			
Diagnostic and Preventive Services - exams, cleanings, fluoride, and space maintainers	**100%**	**100%**	**100%**
Palliative Treatment - to temporarily relieve pain	**100%**	**100%**	**100%**
Sealants - to prevent decay of permanent teeth	**100%**	**100%**	**100%**
Brush Biopsy - to detect oral cancer	**100%**	**100%**	**100%**
Radiographs - X-rays	**100%**	**100%**	**100%**
Basic Services			
Minor Restorative Services - fillings and crown repair	**90%**	**90%**	**80%**
Endodontic Services - root canals	**90%**	**90%**	**80%**
Periodontic Services - to treat gum disease	**90%**	**90%**	**80%**
Oral Surgery Services - extractions and dental surgery	**90%**	**90%**	**80%**
Other Basic Services - misc. services	**90%**	**90%**	**80%**
Relines and Repairs - to prosthetic appliances	**90%**	**90%**	**80%**
Major Services			
Major Restorative Services - crowns	**60%**	**60%**	**50%**
Prosthodontic Services - bridges, implants, dentures, and crowns over implants	**60%**	**60%**	**50%**
Orthodontic Services			
Orthodontic Services - braces	**50%**	**50%**	**50%**
Orthodontic Age Limit -	**through age 18 and under**	**through age 18 and under**	**through age 18 and under**

** When you receive services from a Nonparticipating Dentist, the percentages in this column indicate the portion of Delta Dental's Nonparticipating Dentist Fee that will be paid for those services. This amount may be less than what the Dentist charges and you are responsible for that difference.*

Maximum Payment – $1,500 per Member total per Benefit Year on all services except orthodontic services. $1,000 per Member total per lifetime on orthodontic services.

Deductible – $50 Deductible per Member total per Benefit Year limited to a maximum Deductible of $150 per family per Benefit Year. The Deductible does not apply to diagnostic and preventive services, emergency palliative treatment, brush biopsy, X-rays, sealants, and orthodontic services.

Note - *This document is only intended to provide a brief description of your benefits. Please refer to your Certificate and summary for a complete description of benefits, exclusions, and limitations.*

Welcome to Ohio's largest dental benefits family!

As a member of Delta Dental of Ohio, you have access to the nation's largest dental networks: Delta Dental PPO and Delta Dental Premier.

- It's easy to find a dentist! Four out of five dentists nationwide participate in our network.
- You have superior access to care and fee savings because of our agreements with participating dentists.
- Our dentists cannot balance bill you, which means more money in your pocket!
- No troublesome paperwork! Network dentists will fill out and file your claims.
- Pay only your copayments and/or deductibles when you receive care from network dentists -- there are no hidden fees.
- You can still visit nonparticipating dentists, but you may be billed the full amount at the time of service and then have to wait to be reimbursed.

Quality Dental Program

With our quick and accurate claims processing, *we pay more than 90% of claims in 10 days or less.* Delta Dental also offers world-class customer service from our BenchmarkPortal Certified Center of Excellence call center.

Online Access

Our online Member Portal lets you access your dental plan securely over the Internet. You can find a dentist, check benefits, select paperless notices, review claims and amounts used toward maximums, print ID cards, and more -- all at your own convenience.

A Healthy Smile

Keep your smile healthy with dental benefits from Delta Dental. Your smile is a good indicator of your health. Did you know that your dentist can detect up to 120 different diseases, including diabetes and heart disease? Early detection is one of the best ways to prevent further complications.

Questions?

If you have questions, please call our Customer Service team at 800-524-0149 (TTY users call 711) or look online at https://www.DeltaDentalOH.com.

Delta Dental Contract
For
Medina County Board of Developmental Disabilities

This Contract ("Contract") is entered into by and between Medina County Board of Developmental Disabilities (the "Contractor") and Delta Dental Plan of Ohio, Inc., an Ohio non-profit corporation ("Delta Dental"). Contractor and Delta Dental may each be individually referred to as a "Party" or together as "Parties". This is a legally binding contract between the Contractor and Delta Dental and is effective on January 1, 2027, the ("Effective Date").

Section I. Declarations

The benefits available are as set forth in this Contract. Delta Dental's liability is limited to the Benefits stated herein; subject to all the terms of this Contract having reference thereto. This Declarations Section and the Summary of Dental Plan Benefits supersedes any contrary provision contained in subsequent sections of this Contract.

A. **Effective Date:** 12:01 A.M. Standard Time, January 1, 2027

B. **First Renewal Date:** January 1, 2028

C. **Group Number**: 10339-0001, 0099

D. **Rate(s):**

Enrollee only - $35.98 per month per Enrollee

Enrollee and spouse - $70.78 per month per Enrollee

Enrollee and child(ren) - $90.46 per month per Enrollee

Enrollee, spouse and child(ren) - $126.56 per month per Enrollee

These Rates are contingent upon the enrollment of a minimum of 75% of the eligible Enrollees of the defined group and their Dependents. Rates do not include any applicable taxes, fees, or assessments on claims or services.

These Rates assume that Claims from Nonparticipating Dentists will be paid using our national out-of-network fee table.

Superintendent

Section II. Definitions

A. Contract

This document, including the Certificate and applicable Summary (ies) of Dental Plan Benefits (the terms of which are incorporated herein), and, if applicable, any appendices, supplements, riders, successor agreements, renewal letters, or renewals now or hereafter issued or executed.

B. Rate

The amount, per Enrollee and Enrollee classification, the Contractor agrees to pay Delta Dental® each month. This amount, or the information necessary to compute it, is specified in the Declarations Section.

C. License

A limited, non-transferable, non-exclusive, non-sublicensable, temporary license granted to Contractor by Delta Dental to access and use Delta Dental's web portals.

Any capitalized terms not defined herein are defined in the Certificate.

Section III. Eligibility

A. Eligibility and Enrollment

Contractor shall have sole responsibility for determining the eligibility of, and shall manage the enrollment, disenrollment, and contribution obligations of all Members.

B. Eligibility Requirements and Waiting Periods for Members

Eligibility requirements and waiting periods for Members are set forth in the Certificate and the applicable Summary(ies) of Dental Plan Benefits.

C. General Eligibility Rules

No person will be eligible for Benefits under this Contract unless the Contractor has either currently enrolled that person as an Enrollee or currently listed or acknowledged that person as a Dependent. Contractor shall provide eligibility information in accordance with Section V.B. of this Contract.

D. Termination of Eligibility

Eligibility for Benefits will terminate for all Members under this Contract at the earlier of:

1. The termination of this Contract; or
2. Midnight of the last day of the month for which payment has been made if the Contractor fails to make the payments required by this Contract. Notwithstanding the foregoing, if payment is not made within 30 days of being invoiced, Delta Dental shall put all Claims on hold until payment is made. If an invoice remains unpaid past 30 days, Delta Dental shall have the right to terminate the Contract.

Eligibility of an individual Member will also terminate under the following circumstances:

1. The Member ceases to meet the definition of an Enrollee or a Dependent as defined by this Contract;
2. The Member fails to comply with the eligibility requirements of this Contract; or
3. The Member commits fraud or misrepresentation in the submission of any claim.

A Member whose eligibility is terminated may not continue group coverage under this Contract, except as required by the continuation coverage provisions of the Consolidated Omnibus Budget Reconciliation Act of 1985, or comparable, non-preempted state law ("COBRA"). An affiliate of Delta Dental also may offer coverage under an individual direct payment policy to a Member whose eligibility is terminated.

E. Continuation Coverage – COBRA

The other provisions of this Contract notwithstanding, eligibility for Benefits will continue for a person who is required to be provided with and elects continuation coverage pursuant to COBRA, provided:

1. Continuation coverage is required to be provided under COBRA, the person elects COBRA coverage and the Contractor notifies Delta Dental that the person is eligible for Benefits under COBRA. Not all employers are subject to the continuation coverage requirements contained in COBRA. For those that are not, this Section III.E. does not apply. Contractor should consult with its legal counsel to determine how and when the law applies.

2. Continuation coverage shall only be in effect up to the first day of the month after the person notifies the Contractor that he or she no longer wants coverage from Delta Dental, the date a COBRA premium payment was due and was not remitted by the end of the COBRA Grace Period, or until the end of that person's continuation coverage period, whichever occurs first.
3. Further, if the Contractor fails to make payments required by this Contract, continuation coverage shall only remain in effect until the last day of the month for which payment has been made to Delta Dental by the Contractor; provided, however, that any payment for COBRA continuation coverage received during a period that is 30 days following the date the COBRA premium payment was due (the "COBRA Grace Period") will provide continuation coverage from the due date. A person's coverage may be retroactively reinstated for the 60-day COBRA "election" period if the Contractor pays the applicable Rate for the period within the 45-day period following the date of the COBRA election. Delta Dental may, at its sole option and without notice, continue coverage, if legally required.
4. Continuation coverage will not continue beyond the termination of this Contract.
5. The person who is receiving continuation coverage is responsible for the costs of any services provided after he or she is no longer eligible for continuation coverage under this Section III.E.
6. Contractor shall be solely responsible for identifying Members entitled to COBRA continuation coverage. Contractor shall provide all required notices, collect all necessary payments, and otherwise administer all facets of its COBRA program. In the event that Contractor continues to provide eligibility information to Delta Dental for a Member during the COBRA election period or during any period of non-payment by the Member, as opposed to terminating coverage and then retroactively reinstating the Member upon the Member's election of COBRA coverage or payment, Contractor shall be liable for any Benefits paid or Rates due during that period if the Member ultimately does not elect COBRA coverage or make required payment.
7. The monthly Rate that must be paid on behalf of any person who is provided coverage under this Section III.E. will be based on the COBRA continuation coverage rates in effect during that month.
8. A person who continues coverage will be considered to be a Member under this Contract as long as coverage is provided under this Section III.E.
9. Delta Dental does not assume any of the obligations assigned by COBRA to the Contractor or any employer (including the obligation to notify potential beneficiaries of their rights or options under COBRA), and the Contractor agrees that it will perform those obligations in full.

F. Loss of Eligibility During Treatment

1. If a Member loses eligibility while receiving dental treatment, only Covered Services received while that person was eligible under the Contract will be payable.
2. Certain services begun before the loss of eligibility may be covered if they are completed within a 60-day period measured from the date of termination. In those cases, Delta Dental evaluates those services in progress to determine what portion may be paid by Delta Dental.

Section IV. Benefits

Delta Dental agrees to provide Benefits to Members in accordance with the terms and conditions set forth in this Contract and the policies and procedures of Delta Dental. Notwithstanding the foregoing, Contractor acknowledges that Delta Dental periodically updates its Certificates to account for CDT code changes issued by the American Dental Association and Processing Policy changes made by Delta Dental, and Contractor agrees that any such changes shall apply to this Contract provided that Delta Dental provides Contractor prior notice of any such changes. Such changes shall become effective as of the date indicated in such notice.

Section V. Agreements

A. Delta Dental Agrees:

1. To provide all claims processing, service, and administration of Benefits to Members of the Contractor subject to the terms and conditions of this Contract.
2. To provide to the Contractor, for submission to the Enrollee, a Certificate of the Benefits provided pursuant to this Contract.
3. To endeavor to enlist Dentists to become Participating Dentists in sufficient number to ensure an adequate choice of Dentists, and to make periodic checks as to the adequacy of care provided by Dentists to Members covered by this Contract. Delta Dental is not required to provide a dental appointment to a Member.

4. To contractually require each Participating Dentist to schedule and render all dental treatment provided under this Contract according to the standards of the dental profession in the community in which the dental procedures are rendered.

5. Consistent with any applicable law protecting the confidentiality of a patient's health records, data, or information, to make standard reports available to the Contractor upon request for no additional charge and to provide agreed-to, non-standard reports on a time and materials basis.

6. To provide a copy of the Certificate, Summary(ies) of Dental Plan Benefits and Delta Dental's Notice of Privacy Practices to Contractor for distribution to Enrollees at the Contractor's or Plan Sponsor's expense.

B. Contractor Agrees:

1. Unless otherwise stated in the Declarations Section of this Contract, to pay Delta Dental the monthly Rate specified in the Declarations Section of this Contract as billed by Delta Dental, with no payment adjustments for updates not yet reflected on the monthly invoice. In addition, as set forth in the Declarations Section above, the Rates in this Contract are exclusive of any applicable taxes, fees or assessments on claims or services, and therefore Contractor agrees to pay to Delta Dental any such applicable taxes, fees or assessments in addition to the Rates. To ensure timely coverage, unless otherwise stated in the Declaration Section of this Contract, the amounts to be paid will be due by the 5th of the month of the intended coverage. For example, the premium and any applicable taxes, fees, or assessments for April coverage is due on April 5th. If payment is not received by the due date, Delta Dental shall, at its sole discretion, have the right to suspend claims processing, unless otherwise stated in the Declaration Section of this Contract. Coverage will terminate effective the first day of the coverage month if Delta Dental receives no payment by the end of the coverage month.

   Delta Dental may, at its sole option, send notification to the Contractor of an adjustment in Rates, Benefits, or Copayments to correct potential adverse group experience resulting from the following:

   a. Information provided upon enrollment proves to be in error; or

   b. Terms and provisions of the Contract are materially violated; or

   c. Initial size or composition of the group changes by 10% or more unless otherwise set forth in the Declarations section of this Contract; or

   d. Monthly invoices are not paid as billed.

   Delta Dental will provide the Contractor written notice 30 days prior to implementing any adjustment. If the Contractor refuses to accept this adjustment, Delta Dental may, in its sole discretion, terminate this Contract.

2. To pay all premiums in accordance with subparagraph 1 above in full, irrespective of any Member contributions or COBRA payments. Delta Dental shall not be responsible for collecting Members' contributions or COBRA payments.

3. To enroll as Members with Delta Dental all eligible employees, retirees or members of the Contractor, including that employee's, retiree's or member's Dependents, who enroll for Benefits during the enrollment periods set forth in the Certificate. Contractor shall not enroll any employees, retirees or members of the Contractor, or any such person's Dependents, at any time other than during the enrollment periods set forth in the Certificate. Contractor shall provide to Delta Dental, in a format requested by Delta Dental, an initial enrollment file prior to the initial Effective Date of this Contract.

4. To provide Delta Dental with all eligibility data needed to process claims under this Contract. Eligibility data shall be provided in a timely manner, which in the case of electronic eligibility files shall in no event be less than monthly, and in the format requested by Delta Dental. Delta Dental will not accept additions, terminations, and/or retroactive eligibility updates more than six months after the date of a Member's change in eligibility. Notwithstanding the foregoing, if the Contractor requests that a Member's eligibility be terminated retroactively and a claim was incurred for that Member or any member of that Member's family after the requested termination date, eligibility for that Member and the Member's entire family will continue at the expense of the Contractor until the end of the month in which the claim was incurred. In no event will any Rate adjustments for time periods greater than six months be made for retroactive terminations, and no credits will be issued for any month in which claims were incurred.

5. To permit Delta Dental, by its auditors or other authorized representatives, on reasonable advance written notice, to inspect the Contractor's records to verify the accuracy of the eligibility data submitted to Delta Dental. In the event of a discrepancy, Contractor agrees to reconcile any errors in payment with Delta Dental.

6. To provide each Enrollee with copies of the Certificate, the applicable Summary of Dental Plan Benefits, Section 1557 notices, and all privacy notices (including, but not limited to, all notice of privacy practices) as may be required by any applicable federal or state law, at such intervals as may be required by law from time to time.

7. To pay for any agreed-to, non-standard reports on a time and materials basis.

8. To consult as necessary with its own legal counsel regarding the selected covered benefits and to be responsible for determining all potential tax consequences relating to the covered benefits it selects.

Section VI. General Provisions

A. Independent Contractors. Dentists providing services are independent contractors, and neither the Contractor nor Delta Dental will be liable for any act or omission of any Dentist, his or her employees or agents, or any person providing dental or other professional services to Members.

B. Binding Effect. All Members, by enrolling in This Plan, are bound by the terms and conditions of this Contract.

C. Payment Limitations. Delta Dental will make no payment for services or supplies if a claim for such has not been received by Delta Dental within one year following the date the services or supplies were furnished.

D. Marketing Materials. Except for those standard documents and materials Delta Dental generates to administer This Plan, neither Party shall publish or distribute any materials regarding This Plan without the prior written approval of the other Party.

E. Legal Action. Unless otherwise prohibited by applicable state or federal law, no action or legal claim arising out of or related to this Contract shall be brought against Delta Dental unless Contractor, or the Member, has first provided Delta Dental with at least 60 days' advance written notice of such claim. Notwithstanding the foregoing, in any event, no action shall be brought by either Party or a Member more than three years after the legal claim first arose, or after expiration of the applicable statute of limitations, whichever is shorter.

F. Dispute Resolution. Delta Dental will establish procedures for resolving all questions raised by a Dentist, a Contractor, or a Member in regard to Claims for Benefits allowed or denied under the terms of this Contract. These procedures will be used both for the initial determination of those questions and for the resolution of appeals made on the basis of those initial determinations. To the extent the benefit plan sponsored by the Contractor is governed by the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), the procedures established for determining the Benefits to which a Member is entitled will comply with the requirements set forth in ERISA Section 503 as applicable to a limited scope dental benefit plan, and the regulations thereunder, for providing a "full and fair review" of all benefit claims. The ERISA-required claims procedures will be set forth in detail in the Certificate that is to be distributed to Enrollees and that describes the Benefits under this Contract. All determinations made according to this procedure will be final and binding on the Dentist, the Contractor, and the Member; provided, however, that the Member may exercise his or her legal rights after this determination as described in the Claims Appeal Procedure contained in the Certificate.

G. Severability. If any provision of this Contract is in violation of the laws of the State in which this Contract was issued, that provision shall be deemed to be void, but the invalidation of that provision will not otherwise impair or affect the rest of the Contract. When any provision in this Contract is in conflict with such laws, the rights, duties and obligations of Delta Dental, the Contractor and all Members shall be governed by such laws.

H. Compliance with Applicable Law. This Contract is subject to change if, in the future, federal and state laws and regulations require Delta Dental or the Contractor to comply with such laws and regulations. Should any such change to this Contract be necessary by law, the Contractor will receive written notice from Delta Dental informing the Contractor of the reasons for any change to the Contract and the process by which the Contractor will receive an amended Contract.

I. Additional Services. Delta Dental may from time to time provide additional services or coverage by rider or other notice. Delta Dental may withdraw those services or coverage at any time after giving notice.

J. Notices. Any notice required or permitted to be given by this Contract will be considered given if in writing and personally delivered, or if in writing and deposited in the United States mail with postage prepaid, addressed to the person at their last address of record.

K. Amendment and Assignment. No agent has authority to change any part of this Contract. No changes to this Contract will be valid unless both Parties approve them in writing. Delta Dental shall have the discretion to assign its rights and responsibilities under this Contract to an affiliated entity. If Delta Dental chooses to assign its rights and responsibilities, it shall assign them to an appropriately licensed entity capable of performing similar functions at similar levels as Delta Dental. Delta Dental shall serve written notice of the assignment to Contractor and said notice shall provide the name and address of the assignee. Neither this Contract nor any part of it shall be assigned by Contractor without the prior written consent of Delta Dental, and any attempt at assignment by Contractor without such consent by Delta Dental shall be null and void. Subject to the foregoing limitation, this Contract shall be binding upon the Parties and their respective successors and assigns.

L. Subrogation. To the extent that This Plan provides or pays Benefits for Covered Services, Delta Dental is subrogated to any right the Member may have to recover from another, his or her insurer, or under his or her "Medical Payments" coverage or any "Uninsured Motorist," "Underinsured Motorist," or other similar coverage provisions.

M. Right of Recovery Due to Fraud. If Delta Dental pays for services or supplies that were sought or received under fraudulent, false, or misleading pretenses or circumstances, pays a Claim that contains false or misrepresented information, or pays a Claim that is determined to be fraudulent due to the acts of the Contractor, and/or Member, it may recover that payment from the person or entity that committed such fraud. Delta Dental may recover any payment determined to be based on false, fraudulent, misleading, or misrepresented information by deducting that amount from any payments properly due to the person(s) or entity(ies) that committed such fraud. Delta Dental will provide an explanation of the payment being recovered at the time the deduction is made.

N. Force Majeure. Unless otherwise stated in the Declarations Section of this Contract, neither Delta Dental (including its agents, directors, officers, and employees) nor Contractor shall be liable for delays in performance due to circumstances beyond their reasonable control. Each Party shall be excused from performance under this Contract and shall have no liability to the other Party for any period during which it is prevented from performing any of its obligations (other than payment obligations), in whole or in part, as a result of delays caused by the other Party or by an act of God, war, terrorism, civil unrest, civil disturbance, court order, labor dispute, or other cause beyond its reasonable control, and such nonperformance shall not be a default under or grounds for termination of this Contract. Notwithstanding the foregoing, Force Majeure shall not excuse Contractor's payment obligations under this Contract.

O. Assignment of Benefits. Unless otherwise stated in the Declarations Section of this Contract, Benefits to Members are for the personal benefit of those Members and cannot be transferred or assigned; provided, however, Delta Dental shall pay Participating Dentists directly on behalf of Members.

P. Governing Laws. This Contract will be governed by and interpreted under the laws of the State of Ohio.

Q. Legally Mandated Benefits. If any applicable law requires broader coverage or more favorable treatment for a Member than is provided by this Contract, that law shall control over the language of this Contract.

R. Entire Agreement. This Contract constitutes the entire agreement between the Parties.

S. Effect of Errors on Coverage. Typographical or administrative errors shall not deprive a Member of Benefits. Neither shall such errors create any rights to additional Benefits not in accordance with all of the terms, conditions, limitations, and exclusions of this Contract.

T. Bankruptcy or Insolvency. Contractor shall notify Delta Dental immediately in the event of bankruptcy or other insolvency. Delta Dental reserves all rights and remedies with respect to the Contractor's bankruptcy or other insolvency, including but not limited to, the right to automatically terminate or modify performance under this Contract to the extent permitted by applicable law.

U. Other Goods and Services. From time to time, Delta Dental may offer or provide Members certain goods and services, including discounts on dental services provided by Participating Dentists in addition to the dental coverage (including without limitation toothbrushes, dental floss and other oral hygienic devices/products). Delta Dental also may arrange for third-party vendors to provide goods and services at a discount to Members. Though Delta Dental may make the arrangements, the third-party vendors are solely liable for providing the goods and services. Delta Dental shall not be responsible for providing or failing to provide the goods and services to Members. Further, Delta Dental shall not be liable to Members for negligent provision of the goods and services by third-party vendors. Delta Dental reserves the right to terminate or change these goods or services at any time.

V. Web Portal License.

1. Delta Dental grants to Contractor the License to access and use Delta Dental's web portals solely for the purpose of administering and/or viewing Member Benefits as set forth in this Contract, subject to any additional terms and conditions appearing on such web portals. Under this license grant, Contractor's Members are permitted to access and use Member Portal, and Contractor and its officers, directors, employees, contractors and agents are permitted to access and use Benefit Manager Toolkit as necessary solely for the purposes of administering Contractor's dental plan. Access to Member Portal and Benefit Manager Toolkit shall be limited to individuals located within the United States and Canada.

2. Contractor is solely responsible for managing access to the web portals, for securing the usernames and passwords of its officers, directors, employees, contractors, agents and Members ("End Users") who use or access such web portals, and for any violation of this Contract by any such End Users. Delta Dental shall not be liable for Contractor's or Contractor's End Users' failure to properly secure their usernames or passwords and, unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of (i) Contractor's, or Contractor's End Users', failure to properly manage access or secure usernames and passwords, (ii) any breach of this Contract by Contractor or its End Users; or (iii) any negligent or willful misuse of Delta Dental's web portals by Contractor or its End Users.

3. Contractor agrees that, to the extent its End Users will be entering eligibility data into Benefit Manager Toolkit on

Contractor's behalf, Contractor shall be solely responsible for the accuracy and completeness of the eligibility data entered. Unless otherwise exempt by law, Contractor shall hold harmless Delta Dental its affiliates, members, officers, employees and agents from and against any and all losses, claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees and expenses related to the defense of any claims) resulting from or arising out of any eligibility data entered by Contractor's End Users.

4. Contractor acknowledges that Delta Dental's web portals permit individuals to view and access Protected Health Information ("PHI"), as that term is defined by the Health Insurance Portability and Accountability Act ("HIPAA"). Contractor therefore certifies that, when using the web portals, it and its End Users will abide by the provisions of HIPAA and all other applicable laws. As such, Contractor agrees that it and its End Users shall access and use Delta Dental's web portals for the sole purpose of viewing their own Benefits and/or performing plan administration functions on behalf of Contractor.
5. Contractor recognizes and agrees that Delta Dental retains sole title, right and interest in the intellectual property rights of its web portals including, but not limited to, any applicable patents, trademarks and/or copyrights. Contractor understands that the license granted herein transfers neither title nor proprietary rights to Contractor with respect to any web portals. As such, neither Contractor nor any of its End Users shall attempt to reproduce, modify, reverse assemble, reverse compile or reverse engineer the source code of Delta Dental's web portals.
6. Delta Dental reserves the right to terminate this license grant at any time with or without cause. This license grant shall terminate immediately upon termination of the Contract.

Section VII. Coordination of Benefits

All Benefits under this Contract shall be subject to the coordination of benefits provision set forth in the Certificate.

Section VIII. Term and Termination

This Contract shall remain in full force and effect for the initial term commencing on the Effective Date and continuing until the First Renewal Date, as specified in the Declarations Section. Thereafter, the Contract may be renewed for subsequent terms as specified in the Declarations Section or in a renewal letter, unless Contractor or Delta Dental provides written notice of its intent not to renew at least 30 days prior to the expiration of the then current term. Delta Dental shall have the option of terminating this Contract if:

A. The Contractor fails to make a required payment before expiration of the Grace Period specified; or

B. Delta Dental cancels pursuant to Section V.B.1 of this Contract; or

C. The size of the group changes by 10% or more, or the composition of the group materially changes from the time of initial application, and Delta Dental elects not to exercise its rating rights as set forth in Section V.B.1; or

D. The Contractor permits Enrollees and/or Dependents to enroll in This Plan outside of the Open Enrollment Period and/or the Special Enrollment Periods set forth in the Certificate; or

E. The Contractor has otherwise materially breached this Contract.

Unless otherwise stated in the Declarations Section of this Contract, the Contractor may terminate this Contract without cause by providing Delta Dental with 30 days' prior written notice.

Upon termination of this Contract, the Contractor is liable to Delta Dental for any Rate that was then due and unpaid. In the event this Contract terminates mid-month, Contractor shall be liable to Delta Dental for all premiums due and owing through the end of the month in which termination occurs.

Section IX. Confidentiality and Disclosure

A. The Parties acknowledge that in the course of performing under this Contract each Party may be provided with or given access to information, in oral, recorded or written form, that is proprietary and confidential to the other Party (collectively referred to as the "Confidential Information"). Such Confidential Information includes, but is not limited to: information regarding the other Party's management, business, organizational structure, policies, procedures, business relationships, intellectual property, copyrights, patents, trademarks, software, data, databases, system designs, specifications, documentation, code, architecture, structure, algorithms, techniques, processes, protocols, product materials, notes, slides, ideas, Maximum Approved Fees, Allowed Amounts, preferred provider reports, actuarial formulas, providers' personal information, and financial terms of this Contract.

B. Confidential Information shall not include any information that:

1. Is already known to the Party at the time of the disclosure (as evidenced by written documentation existing at that time);
2. Is generally available to the public or becomes publicly known through no wrongful act of a Party; or

3. Is received by a Party from a third-party who had a legal right to provide it (as evidenced by written documentation existing at that time).

C. The Parties each will make all reasonable, necessary and appropriate efforts to safeguard each other's Confidential Information. Each Party will safeguard the other's Confidential Information to the same extent that it safeguards information relating to its own business, which in no event will be less than the safeguards that a reasonably prudent business would exercise under similar circumstances.

D. Each Party agrees not to use, distribute or exploit each other's Confidential Information, in whole or in part, for its own benefit or that of any third party and will not disclose such Confidential Information to any other person or entity without each other's prior written consent. A Party shall be responsible for any breach of this Contract by its employees, authorized subcontractors, agents or representatives.

E. Notwithstanding anything to the contrary in this Section, the Parties shall be permitted to disclose Confidential Information as required by order of a court of law, administrative agency, or other governmental body; provided, however, the Party shall provide reasonable advance written notice to the other Party to the extent allowed by law in order to allow that Party the opportunity to seek a protective order or otherwise limit such disclosure, and the disclosing Party shall reasonably cooperate with the other Party to limit any such disclosure or to seek a protective order. If a Party is nonetheless required to disclose the other Party's Confidential Information, said Party shall only disclose the minimum information necessary to respond to the legal request. Notwithstanding the foregoing, Delta Dental shall not be required to provide Contractor notice prior to responding to governmental agency subpoenas regarding potential provider fraud or abuse.

Medina County
board of developmental disabilities

RESOLUTION #29-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

2027 BUDGET ALLOCATION

A motion was made by _____ and seconded by _____ to approve the 2027 Budget, including total revenue of $26,840,453.00, total expenditures of $30,149,113.00, and total reserves of $13,296,391.00, consisting of capital and general reserves.

Explanation:
The 2027 Budget Allocation provides the financial resources necessary to support the Medina County Board of Developmental Disabilities' services, programs, and operations, including Early Intervention, School Services, Service and Support Administration (SSA), Transportation, Community Supports, Dietary, Operations, Capital Improvements, and Community-Based Residential Services. The budget also provides the local matching funds required for Medicaid waiver services.

The budget reflects the Board's adopted Strategic Plan and supports the continued delivery of services to individuals with developmental disabilities and their families. It establishes the financial framework for agency operations, service delivery, personnel, and planned capital improvements while maintaining appropriate reserves to support fiscal stability and future obligations.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #29-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

Medina County
board of developmental disabilities

RESOLUTION #30-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

NON-FEDERAL SHARE OF MEDICAID EXPENDITURES

A motion was made by _____ and seconded by _____ to authorize the following:

The Medina County Board of DD will spend up to a total of $12,678,477.00, in calendar year 2027, to pay the non-federal share of Medicaid services as required by Section 5126.0511 (B) of the Ohio Revised Code. This amount shall be adequate to ensure that Medicaid services will be available in the county in a manner that conforms to all applicable state and federal laws.

Explanation:
It is fully understood that payment of the nonfederal share represents an ongoing financial commitment of the Medina County Board of DD.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #30-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

Medina County
board of developmental disabilities

RESOLUTION #31-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILTIES

EXCESS PROPERTY

A motion was made by _____, and seconded by _____, to declare the attached items as excess property and unusable by the Medina County Board of Developmental Disabilities.

Explanation:
The MCBDD Maintenance and/or IT Departments have inspected and evaluated these items and determined that the items are unneeded. This property will be sold through auction or other means as specified in ORC 307.12, Disposition of Unneeded, Obsolete or Unfit Personal Property.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #31-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

October Excess Property

Asset Tag	Item Description	Note	Disposal Method
7432	Vacuum	Broken	Trash
W3395	Filing Cabinet	Broken	Recycle
6835	HP LaserJet Pro Color Printer	No longer repairable	RET3
6672	ASUS LCD Monitor	Broken	RET3
6680	ASUS LCD Monitor	Broken	RET3
6636	Brunt Blind Engine	No longer functional	RET3
7816	GMS Pill Dispenser	Broken	RET3
6792	HP LaserJet Pro Color Printer	No longer repairable	RET3
S5444	HP LaserJet Pro Color Printer	No longer repairable	RET3

Asset Tag	Item Description	Note	Disposal Method
6450	Lenovo ThinkPad E565	No longer useful to agency	Auction
6481	Apple iPad Mini	No longer useful to agency	Auction
6502	Apple iPad 5th Generation	No longer useful to agency	Auction
6503	Apple iPad 5th Generation	No longer useful to agency	Auction
6560	Apple iPad 5th Generation	No longer useful to agency	Auction
6629	Apple iPad 6th Generation	No longer useful to agency	Auction
6695	Apple iPad 6th Generation	No longer useful to agency	Auction
6573	Apple iPad 5th Generation	No longer useful to agency	Auction
6507	Apple iPad 5th Generation	No longer useful to agency	Auction
6572	Apple iPad 5th Generation	No longer useful to agency	Auction
7978	Lenovo ThinkPad E14 Gen 4	Device damaged, sell for par	Auction
6778	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction
6777	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction
6756	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction
6954	ViewSonic DLP Projector	No longer useful to agency	Auction
7846	Lenovo ThinkCentre M715q	No longer useful to agency	Auction
7848	Lenovo ThinkCentre M715q	No longer useful to agency	Auction
6541	Lenovo ThinkCentre M715q	No longer useful to agency	Auction
7005	Lenovo ThinkCentre M720s	No longer useful to agency	Auction
6754	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction
6767	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction
6937	Lenovo ThinkPad E14 Gen 2	No longer useful to agency	Auction

Medina County
board of developmental disabilities

RESOLUTION #32-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

AUTHORIZATION FOR THE MCBDD TO ASSIGN A DELEGATE AND AN ALTERNATE TO THE OHIO ASSOCIATION OF COUNTY BOARDS (OACB) DELEGATE ASSEMBLY

A motion was made by _____, and seconded by _____, to appoint a delegate and an alternate to attend, vote, and to give the authority to use their discretion in representing the Board's best interest at the OACB Delegate Assembly to be held Wednesday, November 11, 2026, in Columbus.

Delegate: _____

Alternate: _____

Explanation:
Each year at the Ohio Association of County Board's (OACB) Annual Convention, they hold a Delegate Assembly. At times, there are issues involving county boards which require a vote. Therefore, the Board should assign a delegate and an alternate to this role so that this person has the right to vote on behalf of the Board, if needed.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #32-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

Medina County
board of developmental disabilities

RESOLUTION #34-26

OCTOBER 26, 2026

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

APPROPRIATION TRANSFER

A motion was made by _____ and seconded by _____ to authorize the Medina County Auditor to make the following appropriation transfers ($3,000.00) from Operations - Supplies to Utilities - Gas:

From:	To:	Amount:
33005051-50100 Operations - Supplies	33005051-50615 Operations - Utilities - Gas	$3,000.00

Explanation:
The purpose of this transfer is due to projected natural gas needs for the remainder of the year. There was higher usage at the beginning of this calendar year due to weather/temperatures.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #34-26.

_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

I. Call To Order

The Policy Review Committee Meeting was called to order by Committee Chair Kelly Smith at 4:08 p.m.

Other Committee members present included: Adina Kolar and Debbie Bokmuller.

Others present included: Stacey Maleckar, Annie Finnerty, Bobby Richards, Carey Bates, Tracey Lambdin, and Danielle Smith.

II. Policy Review and Discussion

Chapter 1 - Mission, Philosophy and Principles

Ms. Finnerty stated that Chapter 1, Section 3, Rights of Individuals with a Developmental Disability was revised to match what DODD and providers are using to communicate rights to individuals. The Committee discussed whether additional guidance should be included for individuals who believe their rights have been violated. Ms. Finnerty stated that SSAs review this with individuals at their annual ISP meeting, and that we have procedures that list the steps and timelines that must be met regarding resolution of complaints. The Committee agreed procedural guidance is addressed elsewhere and recommended improving the policy revision for readability and consistency.

Chapter 2 - The MCBDD (Board)

Ms. Maleckar stated that Employment First was moved to Chapter 7 – SSA. The SSAs are the ones mandated to ask questions about Employment First, so it makes sense to put under SSA. Additional language will be updated in this section to eliminate any confusion on responsibilities.

Discussion was held regarding references to the “Board” versus “MCBDD.” The language can be confusing when the two terms are used interchangeably. The Committee agreed with “Board” meaning the seven appointed members and MCBDD meaning the agency.

Ms. Bokmuller asked about the Board Membership section in regard to updating to “appoint one individual with developmental disability.” This is per rule.
Ms. Bokmuller asked about the Committee Section/Electronic Participation and if it was covid-related. Ms. Finnerty responded that it was due to covid and that the Board specifically put this information in. Ms. Bokmuller asked if this is just for the Board or also for staff. Ms. Finnerty responded that this policy is just for the Board. Ms. Bokmuller asked if there’s a requirement to have the staff attend in person. Ms. Finnerty responded that this is Superintendent’s preference. Ms. Maleckar stated that yes, she does prefer the Directors to be in attendance in person unless on vacation; althought there is some flexibility.
Ms. Bokmuller asked if it is three or four meetings a Board Member can attend virtually. Ms. Maleckar stated she believes it is four and added that if a Board Member misses four Board Meetings a year, they may be removed from the Board. In addition, there must be at least 1/3 of

the Board in person at the meeting. Ms. Smith asked if the window to request virtual attendance is dictated by the state. Ms. Maleckar stated that it is.
Ms. Bokmuller asked if the section regarding Open Forum was just to tighten language. Ms. Maleckar stated that nothing has changed regarding Open Forum; this was changed two years ago. Ms. Maleckar also reminded the Committee that the Board is not obligated to have discussion during Open Forum.
Ms. Bokmuller discussed policy language regarding the complaint/concern process. Ms. Maleckar stated she feels it's important that these go through the Superintendent. With all the changes at the state level, the Board may hear more from the public; Ms. Maleckar can follow up and assign as needed. Ms. Bokmuller asked if the wording should be broader and include contractors, services, supports, volunteers, etc. Ms. Finnerty stated we can do as examples rather than specific items. We do not have regular volunteers.
Ms. Bokmuller recommended the language regarding Board Members notifying the Board President and Superintendent of any questions be revised to notify them in writing regarding concerns. This would leave a paper trail. Ms. Finnerty asked what to do if the Board cannot answer the question. Ms. Bokmuller stated the Board should not answer a question they do not know the answer to and should follow instructions given during Crisis Communication training. Ms. Bokmuller also asked about including a sentence that states the Board Members shall not independently investigate concerns. Ms. Finnerty agreed.
Ms. Bokmuller asked about the complaint intake and routing steps. Ms. Finnerty stated that we are aware of these steps; they are in another chapter and will be coming to the Board soon. Ms. Maleckar stated that one change to this rule is that the Superintendent has been eliminated from the process. There are specific timelines and steps for staff in the policy.
Ms. Bokmuller stated that if a board member sends something (concern/complaint) to the Superintendent, the expectation is acknowledgment of receipt and that the issue is being taken care of. Ms. Finnerty stated that this may be in a different policy. She will look into this. The Superintendent will make the decision regarding when the Board needs to know about an issue.

Ms. Kolar asked how often policy is reviewed. Ms. Maleckar stated we review policy annually. Ms. Finnerty added that we will also bring policy to the Committee/Board that needs revised due to rule changes.

Chapter 3 - Administration: Agency Credit Cards
Ms. Finnerty stated this is just a specific section, not the entire policy. Ms. Smith expressed concern about using a photocopy of the agency credit card. Ms. Bates explained that this was previously done when it was related to travel requests only. Previous rules were that the card should only be used for gas and travel; this has since changed. The agency authorized the Superintendent and Business Manager to have the physical card, and staff could take a copy. Current practice no longer requires staff to provide a copy of the card at hotel check-in, but for flexibility was left in policy in the event it is needed. Ms. Smith asked if staff could use their own credit card and get reimbursed. Ms. Bates responded that with that option, the staff is not able to get the tax-exempt status and would only be reimbursed for exempt amount. Ms. Bokmuller asked if the policy section can be amended to state that the preferred choice will be to

issue the unique virtual card with the photocopy being the last resort. Ms. Bates stated she would need to talk to the bank regarding whether or not this is an option. Ms. Bates will look into this and send revision if possible.
Ms. Bokmuller asked about the wording regarding who may approve the use of the agency credit card and if there is only a few people who can approve this (Ms. Bates and Ms. Maleckar). Ms. Bates responded that this is for the use of credit cards; however, if we wanted to open a new card, that would need to go to the Board and then also the Commissioners.
Ms. Bokmuller requested Ms. Bates review gas card controls. Ms. Bates stated we have procedures in place for this. Policy language is specific to county and state advisories. Credit cards are in the name of MCBDD/Stacey Maleckar and MCBDD/Carey Bates. Gas cards are under MCBDD or equivalent.
Ms. Bokmuller asked for clarification on Segregation of Duties. Ms. Bates explained that we participate in an annual county audit with the state office. Our procedures dictate the segregation of duties. Ms. Bokmuller asked if this should be referenced in the policy (that we have procedures in place). Ms. Bates stated she feels like the policy should be more general and procedure will spell out more detail. Ms. Finnerty agreed.

Chapter 8 - School/EI Services
Ms. Finnerty stated this change is needed due to changes in the rules for county board schools. This policy was written and approved by ODE. We used to be able to just tell districts about absenteeism. We now need to manage this ourselves, i.e. send letters, reports to Probate Judge, etc. Ms. Bokmuller had some questions regarding documentation. Ms. Finnerty stated we can make revisions later but need this policy to be approved at the Board Meeting tonight. Ms. Bokmuller asked if absence is medically documented, will it be excluded from a truancy count. Ms. Finnerty stated we have some flexibility in this area due to the medical issues of some of the students.

Ms. Bokmuller stated she feels the Committee should wait on the Board Committees procedure that Ms. Maleckar distributed. Ms. Maleckar stated the Board can pass the policy and wait on the procedure that supports the policy. Revisions can be made and then it can be sent back out to the Board.

III. Adjournment

A Motion was made by Ms. Kolar, seconded by Ms. Bokmuller, to adjourn the Policy Review Committee Meeting at 5:00 p.m. The Motion was approved with a unanimous “yes” vote.

_____ _____
Committee Chair Date

DRAFT

Subject: Recommended policy changes for approval; policy submitted for review.

Current Chapter and Title	Section and Title	Recommended Policy Changes	Comments
Chapter 1 Mission, Philosophy, & Principles	All	Revise Section 3 – Rights of Individuals with Developmental Disabilities Update language to match the state's easy to read guide	To Board for Approval
Chapter 2 The MCBDD (Board)	All	See attached policy	To Board for Approval
Chapter 3 Administration	All	NA	To Board for Review – Submit Recommendations to Policy Committee
Chapter 4 Personnel	All	NA	To Board for Review – Submit Recommendations to Policy Committee

Chapter 1 – Mission, Philosophy and Principles

SECTION:

1. GENERAL MISSION AND PHILOSOPHY

2. STATEMENT OF PRINCIPLES

3. RIGHTS OF INDIVIDUALS WITH A DEVELOPMENTAL DISABILITY

SOURCE
ORC 5123.62

1. GENERAL MISSION AND PHILOSOPHY

The mission of the Medina County Board of Developmental Disabilities is to: ***Promote and empower individuals with developmental disabilities to live, learn, work and socialize as citizens in the community.***

2. STATEMENT OF PRINCIPLES

The Board, in achieving its mission to eligible individuals with developmental disabilities (Individuals), subscribes to the following principles:

A. Individuals are people first; their disabilities are secondary to their humanity. Regardless of age, race, religion, family circumstances, or condition of mind or body, each individual is valued.

B. Individuals can control their own lives to the greatest extent possible by actively participating in the decision-making and skill development process.

C. Individuals have the right to choose and experience life options and to fulfill their responsibilities as citizens.

D. Families, as well as caregivers, also have a vital role in the decision-making and skill development process.

E. Skill development should take place in a variety of environments using relevant and timely supports within an interdisciplinary transitional process.

F. Services will:

- Be based upon Individual needs and preferences, using a systematic planning and assessment process;
- Enhance and promote personal worth, well-being, individual potential, and quality of life;
- Foster the growth and empowerment of Individuals allowing them to live more productive, self-reliant and integrated lives;
- Focus on the Individual's whole life, respecting and building upon natural supports and relationships;
- Be based on a comprehensive needs assessment process, which is reviewed on a regular basis;
- Be provided as part of a continuum in collaboration with other agencies.

G. The Board will:

- Promote, facilitate, and support Individual choice to participate in integrated programs/activities with the community, which encompasses work, education, housing, recreation, and daily living;
- Encourage the effective usage of community resources;
- Provide all Individuals equal access to its programs and services within available resources;
- Facilitate informed choice by providing information to Individuals regarding available programs and services;
- Pursue all available sources of funding and assistance;
- Demonstrate leadership in the field of Developmental Disabilities by:
    a. Assuring that all programs and services are delivered in compliance with the United States Constitution, Federal, State and local laws and regulations, and selected accreditation standards;
    b. Employing qualified and experienced staff;
    c. Promoting staff growth and development in all disciplines to continually improve programs and services;
    d. Facilitating community awareness and encouraging acceptance of Individuals;
    e. Leading the collaborative planning process;
    f. Networking with other community agencies to develop integrated services;
    g. Encouraging staff to contribute to and participate in professional and community organizations and projects;
    h. Mentoring other individuals and organizations as service providers;

H. Serve as a focal point in the county by:
- Distributing information and technical assistance pertaining to Developmental Disabilities;
- Making buildings and grounds available to community groups;
- Participating in community events.

I. Work to effectively remove attitudinal, architectural, employment, transportation, communication, and any other barriers to Individuals within the organization and the community by promoting accessibility, equal opportunity, and Individual choice.

3. RIGHTS OF INDIVIDUALS WITH A DEVELOPMENTAL DISABILITY

The rights of individuals with a developmental disability include, but are not limited to:

- ~~Be treated at all times with courtesy and respect and with full recognition of their dignity and individuality;~~
- ~~An appropriate, safe, and sanitary living environment that complies with local, state, and federal standards and recognizes the persons need for privacy and independence;~~
- ~~Food adequate to meet accepted standards of nutrition;~~
- ~~Practice the religion of their choice or to abstain from the practice of religion;~~
- ~~Timely access to appropriate medical or dental treatment;~~
- ~~Access necessary ancillary services, including, but not limited to, occupational therapy, physical therapy, speech therapy, and behavior modification and other psychological services;~~
- ~~Receive appropriate care and treatment in the least intrusive manner;~~
- ~~Privacy, including both periods of privacy and places of privacy;~~
- ~~Communicate freely with persons of their choice in any reasonable manner they choose;~~
- ~~Ownership and use of personal possessions so as to maintain individuality and personal dignity;~~
- ~~Social interaction with members of either sex;~~
- ~~Access opportunities that enable individuals to develop their full human potential;~~
- ~~Pursue vocational opportunities that will promote and enhance economic independence;~~
- ~~Be treated equally as citizens under the law;~~
- ~~Be free from emotional, psychological, and physical abuse;~~
- ~~Participate in appropriate programs of education, training, social development, and habilitation and in programs of reasonable recreation;~~
- ~~Participate in decisions that affect their lives;~~
- ~~Select a parent or advocate to act on their behalf;~~

- ~~Manage their personal financial affairs, based on individual ability to do so;~~
- ~~Confidential treatment of all information in their personal and medical records, except to the extent that disclosure or release of records is permitted under sections 5123.89 and 5126.044 of the Revised Code;~~
- ~~Voice grievances and recommend changes in policies and services without restraint, interference, coercion, discrimination, or reprisal;~~
- ~~Be free from unnecessary chemical or physical restraints;~~
- ~~Participate in the political process;~~
- ~~Refuse to participate in medical, psychological, or other research or experiments.~~

- You have the right to be treated with respect.
- You have the right to a clean, safe place to live. And you have the right to a place to be alone.
- You have the right to have food that is good for you.
- You have the right to go to a church, synagogue or mosque if you want to. And you have the right not to go to one if you don't want to.
- You have the right to go to a doctor or dentist when you need to.
- You have the right to get other health care services, like speech therapy or physical therapy if you want to. And you have the right to get mental health services if you want to talk about your feelings.
- You have the right to get these services in a way that makes you feel comfortable.
- You have the right to be alone sometimes. And you have the right to keep some things private if you want to.
- You have the right to talk to other people.
- You have the right to have your own things. And you have the right to use your things.
- You have the right to have men and women as friends.
- You have the right to do things that help you reach your goals.
- You have the right to work and make money.
- You have the right to be treated fairly.
- You have the right to live without bullying or abuse.
- You have the right to do things you enjoy.
- You have the right to help make decisions that affect your life.
- You have the right to choose someone to help you make decisions.
- You have the right to earn money and pay your bills. You have the right to save your money and to spend your money. And you have the right to choose someone to help you with your money.
- You have the right to say who can see information about you and your disability.
- You have the right to ask for changes when you don't like something. And you have the right to ask for changes without being afraid of getting into trouble.
- You have the right to refuse to take medicine you don't think you need. You have the right to be in control of your own body. You have the right not be held down if you are not hurting yourself or someone else.
- You have the right to vote and to learn about laws.
- You have the right to decide if you want to take part in a study or an experiment if someone asks you to.
- You have the right to say no to taking part in a study or experiment.

Revisions:
1.1 General Mission and Philosophy: Approved 2/22/16
New Policy Format Approved by Board: 10/26/20

Chapter 2 – The MCBDD (Board)

SECTION:

RED = Original Revisions submitted to Policy Committee 9.28.26
GREEN = Recommended Changes from Policy Committee

1. BOARD DUTIES AND RESPONSIBILITIES

A. Superintendent
B. ~~Employment First~~ Move to SSA Ch. 7
C. Social Media

2. MEMBERSHIP

A. Appointments of Board Members
B. Oath of Office
C. Person Who May Not Serve on a County Board of Developmental Disabilities
D. Declaration of Eligibility Prior to Appointment to Board
E. Time and Term of Appointments of Board Members
F. Reappointment of Members of Board
G. Filling of Vacancy on Board for Unexpired Term
H. Members of Board not Compensated - Reimbursement Expenses
I. Members of Board to Attend Annual In-Service Training
J. Grounds for Removal
K. Waiver of Removal Requirement for Non-Attendance
L. Request for Hearing on Proposed Removal of Board Member

3. ORGANIZATION OF BOARD

A. Notification Pertaining to MCBDD Board Members
B. Board Officer Duties
C. Committees of the Board
D. Appointing Ethics Committee
E. Reviewing Direct Services Contracts
F. Direct Service Contracts Requirements

4. BOARD MEETINGS

A. Electronic Participation
B. Executive Session
C. Special Meetings

D. Public Notice for Board Meetings
E. Open Forum

5. ETHICS POLICY

A. General
B. General Standards of Ethical Conduct
C. Agency-Wide Compliance Standards of Ethical Conduct
D. Use of Authority
E. Employee Conflict of Interest Affidavit
F. Penalties
G. Compliance with the Law

6. ACCESSIBILITY

A. Accessibility Plan

SOURCE:
ORC Chapter 3323 (Education Children with Disabilities)
ORC Chapter 2921 (Offenses Against Justice and Public Administration)
ORC 5126
OAC 5123
OAC 5123-4-01
42 USC Sec. 12101

DEFINITIONS

- "**Immediate family**" (ORC 102.01) means a spouse residing in the person's household and any dependent child.
- "**Appointing authority**" means the entity with statutory authority to appoint members to boards of developmental disabilities pursuant to section 5126.02~~2~~1 of the Revised Code.
- "**Unit**" means fifty minutes of instruction.
- "**In-service training**" means Department provided or approved training of Board Members pursuant to sections 5126.0210 and 5123-4-03 of the Ohio Revised Code/Ohio Administrative Code that may include, but is not limited to, the following topics: ethics, including conflicts of interest and the Board's Ethics Committee; boardsmanship; open meeting requirements; confidentiality; and current issues in the field of developmental disabilities.
- "**Special meeting**" means a meeting which is neither a regular meeting nor an adjournment or a regular (or special) meeting to another time or day to consider items specifically stated on the original agenda of such regular (or special) meeting**.**
- **The Board means the seven person appointed members.**
- **MCBDD means the agency and/or Administration**

GENERAL (ORC 5126.02, ORC 5126.07)

Each county shall have its own county board of developmental disabilities which shall be operated as a separate administrative and service entity. The functions of the county board shall not be combined with the functions of any other entity of county government. The President of the Board and Superintendent should be kept informed of activities and meetings. Any final conclusions should be presented to the President and Superintendent before being released to the press or general public. No county board of developmental disabilities or any agency, corporation, or association under contract with a county board of developmental disabilities shall discriminate in the provision of

services under its authority of contract on the basis of race, color, sex, creed, disability, national origin, religion, age, sexual orientation, gender identity, gender expression or inability to pay

1. BOARD DUTIES AND RESPONSIBILITIES

SOURCE:
ORC 5126
OAC 5123-4-01

The Board shall: (ORC 5126.05)

- operate as a committee of the whole;
- authorize special committees as are deemed necessary and the members of such committees shall be appointed by the President: the term of Board committee membership is for one calendar year from January until the following year of the Board organization meeting;
- ~~administer and operate facilities, programs, and services as provided by ORC Chapter 5126 and Chapter 3323 and~~ establish policies for the administration and operation of facilities, programs and services per Ohio Revised Codes chapters 5126 and 3323;
- ensure that the programs so administered and operated conform to the rules, regulations, and standards established by the Director of the Department of Developmental Disabilities and the State Board of Education pursuant to Chapter 119 of the Ohio Revised Code;
- ~~coordinate, monitor, and evaluate existing services and facilities available to individuals with developmental disabilities~~;
- provide early intervention services~~, supportive home services, and adult services,~~ according to the plan and priorities developed under ORC 5126.04;
- provide or contract for special education services pursuant to ORC Chapters 3317 and 3323 and ensure that related services, as defined in ORC 3323.01, are available according to the plan and priorities developed under ORC 5126.04;
- ~~•~~ adopt a budget, authorize expenditures for the purposes specified approve attendance of Board Members ~~and employees at professional meetings and approve expenditures for attendance and exercise such powers and duties as are prescribed by the director;~~
- Approve the submission of ~~submit~~ annual reports of its work and expenditures, pursuant to ORC 3323.09 and 5126.12 to the Director, the Superintendent of public instruction, and the Board of County Commissioners at the close of the fiscal year and at such other times as may reasonably be requested;
- authorize all positions of employment, establish compensation, including but not limited to salary schedules and fringe benefits for all ~~Board~~ MCBDD employees, approve contracts of employment for management employees that are for a term of more than one year, employ legal counsel under ORC 309.10 and contract for employee benefits;
- provide service and support administration in accordance with ORC 5126.15;
- ~~•~~ ~~certify respite care homes pursuant to rules adopted under ORC 5123.171 by the Director of Developmental Disabilities;~~
- require individual program or service plans for individuals who are being served or who have been determined eligible for services and are awaiting the provision of service and ensure that methods of having their service needs evaluated are available;
- establish a Family Support Services program ~~subject to the availability of money from state and federal sources~~;
- reserve the right to choose not to respond to or investigate anonymous complaints or rumors (Identification of the source of a complaint is necessary in order to effect resolution of the conflict);
- plan, and set priorities based on available resources for the provisions of facilities, programs, and other services to meet the needs of individuals, former eligible residents of the county residing in state institutions or, before the effective date of the amendment to ORC 5126.04, placed under purchase of service agreements under ORC 5123.18, and children subject to a determination made pursuant to Section 121.38 of the Ohio Revised Code;

- ~~assess the facility and service need of the individuals with developmental disabilities who are residents of the county or former residents of the county residing in state institutions or, before the effective date of the amendments to ORC 5126.04, placed under purchase of service agreements under section 5123.18 of the Ohio Revised Code; and~~
- ~~develop and~~ adopt an annual Action Plan
- Notify the Superintendent and Board President, in writing, of any concerns ~~or questions~~ regarding agency services, supports, contracts, or MCBDD employees that are expressed to a Board Member. Board Members shall not independently investigate concerns.

The ~~Board~~ MCBDD *may*:

- enter into contracts with other such boards and with public or private, nonprofit, or profit-making agencies or organizations of the same or another county, to provide the facilities, programs, and services authorized or required, upon such terms as may be agreeable, and in accordance with this chapter and Chapter 3323 of the Ohio Revised Code and rules adopted there under and in accordance with sections 307.86 and 5126.071 of the Ohio Revised Code;
- ~~may combine transportation for children and adults enrolled in programs and services offered under Chapter 5126 of the Ohio Revised Code with transportation for children enrolled in classes funded under section 3317.20 or units approved under section 3317.05 of the Revised Code; and~~
- contract with such a governing board even though the governing board includes an individual who is an employee of the ~~Board~~ MCBDD: that member of the governing board may not vote on any matter before the governing board concerning a contract with the ~~Board~~ MCBDD or participate in any discussion or debate regarding such a contract.

The Board *shall not*:

- engage directly in collective bargaining, grievance/arbitration hearing, or contract discussions with employee associations, presidents, or representatives, unless granted permission by an approved Board motion;
- become directly involved in the resolution of staff complaints;
- contract with a nongovernmental agency whose board includes a Medina County Commissioner;
- participate in or vote on any matter before the Board concerning a contract agency of which they or a member of their immediate family are also a Board Member or employee;
- expend public funds to prepare and distribute material for the specific purpose of promoting a bond issue or tax levy, or promoting or opposing any candidate for political office; or
- expend public funds for the purposes prohibited by the laws of the State of Ohio.

A. Superintendent (ORC 5126.0219, ORC 5126.022)

MCBDD shall employ a Superintendent. The Board shall provide for a Superintendent who is qualified, as specified in rules adopted by DODD in accordance with Chapter 119 of the Ohio Revised Code. The Superintendent shall have no voting privileges on the Board. The Superintendent shall be a member ex-officio of all special committees of the Board and of all committees and commissions appointed by the Board.

The Board shall prescribe the duties of its Superintendent and review the Superintendent's performance. The Superintendent may be removed, suspended, or demoted for cause pursuant to section **5126.23** of the Revised Code. The Board shall fix the Superintendent's compensation and reimburse the Superintendent for actual and necessary expenses.

The Superintendent shall be employed under a contract. To enter into a contract, the Board shall adopt a resolution agreeing to the contract. Each contract for employment or re-employment of the Superintendent shall be for a term of not less than one and not more than five years. At the expiration of the Superintendent's current term of employment, the Superintendent may be re-employed. If the Board intends not to

re-employ the Superintendent, the Board shall give the Superintendent written notification of its intention. The notice shall be given not less than ninety days prior to the expiration of the Superintendent's contract.

If a vacancy occurs in the position of Superintendent, the Board may appoint a person who holds a valid Superintendent's certificate issued under the rules of the DODD to work under a contract for an interim period not to exceed one hundred eighty days until a permanent Superintendent can be employed or arranged for. The Director of DODD may approve additional periods of time for these types of interim appointments when so requested by a resolution adopted by the Board, if the Director determines that the additional periods are warranted and the services of a permanent Superintendent are not available.

SOURCE:
Executive Order signed by the Governor March 19, 2012 (Employment First) MOVE TO SSA Chapter 7

General:
The purpose of this policy is as follows: to ensure that the individuals served by Medina County Board of Development Disabilities (MCBDD), in accordance with all other policy and procedures, are encouraged to identify the individuals' unique strengths, interests, abilities, preferences, resources and desired outcome as they relate to community employment. All individuals shall have opportunities to explore work, community engagement, volunteerism, and entrepreneurship in their community in a manner that is the least restrictive and to identify community employment as the desired outcome for every individual of working age. The MCBDD supports the Executive Order signed by the Governor March 19, 2012 for the Employment First Initiative.

DEFINITIONS:

- "**Community Employment**" means competitive employment that takes place in an integrated setting.
- "**Chosen Representative**" refers to the person selected by the individual to provide representation, advocacy, advice, and assistance in day-to-day coordination of services in accordance with the ISP.
- "**Individual**" refers to the person with developmental disabilities who is eligible to receive services and supports from the MCBDD.
- "**Individual Support Plan**" (ISP) refers to the document that reflects the individuals wants and needs in all areas of his/her life and includes the services, supports, and activities to be provided to reach the desired outcomes.
- "**Least Restrictive**" is when a person receives only the services and supports needed to participate in activities and become full partner and participant and to receive services and supports in the most typical environment.
- "**Natural Support**" is a support that is not paid. Natural supports can include, but are not limited to, family members, neighbors, significant others, and community members who share interests with the person they are supporting. Natural supports shall be documented in the ISP.
- "**Person Centered Planning Process**" refers to the process where each individual shall participate in an individualized process to identify the individual's unique strengths, interests, abilities, preferences, resources, and desired outcomes as they relate to community employment.
- "**Transition**" refers to the time period before the individual graduates from high school and enters work or college. Effective transition services and supports shall be in place in sufficient time to discover the person's personal genius and supports and services needed to ensure success.

B. Employment First

Everyone can contribute to their community. Services and supports that a person receives from the Board will be an outcome of the Person Centered Planning process.

1. Individuals determined to be eligible for services provided by MCBDD shall be encouraged to participate in exploration and discovery opportunities to explore individualized options and teach skill building, work, volunteerism, and/or entrepreneurship in their community.
2. An assessment process will be employed to help individuals discover their personal genius and identify personal goals, skills, strengths, and areas of supports needed for full participation in their community and determine their place on the path to community employment.
3. All individuals will be encouraged to identify natural supports and a chosen representative who might support their participation in the community.
4. Individuals receiving services from the county board will enhance their community through participation and contributions where they live, work, and recreate. To this end, the individual will uncover all supports (both paid and natural supports) needed to be a full participant in his/her community. The individual, to the extent possible, will receive the supports in his/her community and from the community as much as possible.
5. MCBDD will work with community partners to develop and support opportunities for people to work and grow in their community. This includes collaborating with school districts in the county to ensure a framework exists for individuals approaching completion of a program or service, as well as employers and providers of service. Through this collaboration, the county board shall identify and attempt to resolve any duplication of efforts.
6. The county board shall disseminate information to individuals served, families, schools, community partners, employers, and providers of service about resources and opportunities including Medicaid buy-in and other work incentive programs that facilitate community employment.
7. The county board shall outline and periodically update its strategy and benchmarks for increasing the number of individuals of working age engaged in community employment services in its strategic plan.
8. Appropriate measures and outcomes will be maintained to determine effectiveness and direction of the activities for this policy. Measures and/or outcomes will be reported to the county board and to the Department of Developmental Disabilities on a regular basis.

C. Social Media

The Medina County Board of Developmental Disabilities has embraced social media to improve accessibility and transparency and to foster positive relationships with key audiences such as individuals who receive services, families, guardians, community partners, and taxpayers. The intent of the MCBDD Social Media Policy is to protect the privacy, confidentiality, and interests of MCBDD, as well as our services, employees, partners, families, and individuals served.

The appropriate use of social media can assist the ~~Board~~ the MCBDD in achieving the following:

1. promoting a positive image within the community;
2. reaching a larger audience to promote and increase awareness of the ~~Board's~~ MCBDD's mission, core values, services, successes, and individuals served;
3. increasing customer service and satisfaction;
4. gaining customer input; and
5. enhancing communication.

Definitions:

- ~~**Board**: In this policy, the Board will mean the Medina County Board of Developmental Disabilities, Board Members, Administration, and staff members.~~ Use definition at the beginning of this chapter
- **Social Media**: Works of user-created video, audio, text, or multimedia that are published and shared through a computer, cell phone, or other devices to the general public or anyone who can access such sites. Examples of these sites may include, but are not limited to, the following: Facebook, Twitter, Tumblr, Pinterest, LinkedIn, Google +,Blogs, Flickr, YouTube, etc.

1. The ~~Board~~ MCBDD respects the right of privacy of its employees, individuals served, independent contractors, volunteers, and visitors and has the following guidelines regarding all usage including off duty use of social media:
   a. Personal information will be carefully protected in regards to what is shared online.
   b. The ~~Boards'~~ MCBDD's policies and procedures, including but not limited to, Confidentiality, HIPAA, Acceptable Use, Harassment, and Conduct Between Staff and Enrollees shall be known and followed.
   c. Close relationships are enjoyed by many staff and the individuals we serve. Any identifying and/ or confidential information about individuals served or their families, guardians, or caregivers shall not be transmitted.
   d. ~~Board~~ MCBDD logos or materials shall not be used without first obtaining permission from the Community Relations Manager. Images of individuals served, their families, caregivers, Board employees, or the workplace shall not be transmitted without proper authorization.
   e. Social media may not be used to harass any individuals, including but not limited to, Board Members, fellow employees, individuals served, their families, guardians, caregivers, customers, providers, or others associated with the Board.
   f. It shall be clear to the readers that the views you express on your social media are yours alone and do not reflect the view of the ~~Board~~ MCBDD~~.~~ To help reduce the potential for confusion, it is requested that you put the following notice in a reasonably prominent place on your site: The views expressed are mine and do not necessarily reflect the views of my employer.
   g. You have sole responsibility for what you post to your site. Social media communications are public record and are able to be immediately searched and shared. Special care should be taken when considering communicating with individuals served on social media sites.
   h. You will not complain about the ~~Board~~ MCBDD or co-workers in your social media communication. If you have an issue or complaint, it must be handled through the appropriate chain of command. Do not comment on anything related to legal matters, litigation or with any parties in which the ~~Board~~ MCBDD may be in litigation.
   i. Questions regarding any matter related to your site/postings should be directed to your supervisor or the ~~Board's~~ MCBDD Human Resources Department.
   j. No employee should establish an online social media presence to represent it as an MCBDD sponsored entity. All social media accounts for MCBDD will be setup by the Community Relations Manager.
   k. All mainstream media inquiries must be referred to the Community Relations Manager.
2. There are exceptions in regards to sharing information. They are as follows:
   a. Information may be shared as required by law or other ~~Board~~ MCBDD policies.
   b. Information may be shared if written consent has been provided to the ~~Board~~ MCBDD and provides specific information.
   c. If an individual who is his/ her own guardian desires to share information, one may assist them in doing so if it is in your job duties.

Failure to adhere to this policy will result in disciplinary action, up to and including termination.

2. MEMBERSHIP (ORC 5126.021)

The Board shall consist of seven (7) members, five (5) of whom are appointed by the Medina County Commissioners and two (2) of whom are appointed by the Senior Medina County Probate Judge.

A. Appointments of Board Members (ORC 5126.0212)

The appointing authority shall appoint only individuals who are residents of Medina County, citizens of the United States, and interested and knowledgeable in the field of developmental disabilities and other allied fields. If the appointing authority is a Board of County Commissioners, appoint at least one individual with developmental disabilities and at least one individual who is a family member of an individual with developmental disabilities. ~~two individuals who are eligible for services provided by the county board or are immediate family members of such individuals. The Board of County Commissioners shall, whenever possible, ensure that one of those two members is an individual eligible for adult services or an immediate family member of an individual eligible for adult services and the other is an~~

~~immediate family member of an individual eligible for early intervention services or services for preschool or school age children~~; If the appointing authority is a senior probate judge, appoint at least one individual with a developmental disability or ~~who is~~ an immediate family member of an individual eligible for residential services or supported living. If a senior probate judge appoints an individual with developmental disabilities, that appointment satisfies the requirement that a county commissioner appoint at least one such individual. The membership of the Board shall include to the maximum extent possible, individuals who have professional training and experience in business management, finance, law, health care practice, personnel administration, or government service and, provide for the county board's membership to reflect as nearly as possible, composition of the county that the county board serves.

B. Oath of Office

The following Oath of Office shall be administered to new Board Members by the appointing authority for that Board Member (either the County Commissioner or the Probate Judge). It shall read:

"Do you solemnly swear that you will support the constitutions of the United States and the State of Ohio; and that you will faithfully and impartially discharge your duties as a member of the Medina County Board of Developmental Disabilities to the best of your ability, and in accordance with the laws and the rules, regulations, and policies of the Board now in effect and hereafter to be enacted, during your continuance in said office, and until your successor is appointed?" The answer is: "I do."

C. Persons Who May Not Serve on a County Board of Developmental Disabilities (ORC 5126.023)

The following individuals shall not serve as Board Members*:*

- Elected public officials, except for a township trustee, township fiscal officer, or individuals excluded from the definition of a public official or employee in ORC 102.01 (B);
- An immediate family member of a member of the MCBDD;
- An employee of any county board;
- An immediate family member of an employee of the MCBDD;
- A former employee of the MCBDD whose employment ceased less than four calendar years before the former employee would begin to serve as a member of the Board;
- A former employee of the MCBDD whose employment ceased less than two years before the former employee would begin to serve as a member of a different county board;
- Unless there is no conflict of interest, an individual who or whose immediate family member is a Board Member of an agency licensed or certified by the Department of Developmental Disabilities to provide services to individuals with developmental disabilities or an individual who or whose immediate family member is an employee of such an agency; or
- An individual with an immediate family member who serves as a County Commissioner of Medina served by the MCBDD unless the individual was a member of the Board before October 31, 1980.

D. Declaration of Eligibility Prior to Appointment to Board (ORC 5126.024)

No individual may be appointed or reappointed to the Board unless the individual, before the appointment or reappointment, provides to the appointing authority a written declaration specifying both of the following:

- That no circumstance described in ORC 5126.023 exists that bars the individual from serving on the Board; and
- Whether the individual or an immediate family member of the individual has an ownership interest in or is under contract with an agency contracting with the ~~Board~~ MCBDD, and, if such an ownership interest or contract exists, the identity of the agency and the nature of the relationship to that agency.

On appointment or reappointment of an individual to the Board, the appointing authority shall provide a copy of the individual's declaration to the Superintendent of the ~~Board~~ MCBDD. The declaration is a public record for the purpose of ORC 149.43.

E. Time and Term of Appointment of Board Members (ORC 5126.025)

Except for members appointed under section 5126.027 of the Ohio Revised Code to fill a vacancy, members of the Board shall be appointed or reappointed not later than the last day of November, commence their terms on the date of the stated annual organizational meeting in the following January as provided under section 5126.029 of the Ohio Revised Code, and serve terms of four years. The membership of an individual appointed as an immediate family member of a recipient of services shall not be terminated because the services are no longer received.

F. Reappointment of Members of Board (ORC 5126.026)

Except as otherwise provided in ORC 5126.0218, a member of the Board may be reappointed to the Board. Prior to making a reappointment, the appointing authority shall ascertain, through written communication with the Board, that the member being considered for reappointment meets the requirements of ORC 5126.021~~2~~ and 5126.0218.

A member who has served during each of three consecutive terms shall not be reappointed for a subsequent term until two years after ceasing to be a member of the Board, except that a member who has served for ten years or less within three consecutive terms may be reappointed for a subsequent term before becoming ineligible for reappointment for two years.

If, however, a county board experiences extenuating circumstances that would severely restrict the ~~board~~ MCBDD from being able to fill a pending vacancy of a Board Member who will become ineligible for service on the Board after serving three consecutive terms, the appointing authority may request a waiver from the Director of Developmental Disabilities to allow that member to serve an additional four-year term subsequent to serving three consecutive four-year terms. The Director shall determine if the extenuating circumstances associated with the board warrant the granting of such a waiver.

G. Filling of Vacancy on Board for Unexpired Term (ORC 5126.027)

Within sixty days after a vacancy on the Board occurs, including a vacancy created under ORC 5126.0213, the appointing authority shall fill the vacancy for the unexpired term. Before filling a vacancy, the appointing authority shall cause a notice of the vacancy to be published on at least two separate dates in one or more newspapers serving the county the MCBDD serves. A member appointed to fill a vacancy occurring before the expiration of the term for which the member's predecessor was appointed shall hold office for the remainder of that term.

H. Members of Board Not Compensated - Reimbursement for Expenses (ORC 5126.028)

Members of the MCBDD shall serve without compensation, but shall be reimbursed for necessary expenses incurred in the conduct of Board business, including expenses incurred within Medina County. Board Members ~~of the Board~~ and/or the ~~Board~~ MCBDD as a body may join an association of Boards and have their dues paid by the ~~Board~~ MCBDD, as approved by the Superintendent.

I. Members of Board to Attend Annual In-Service Training (ORC 5126.0210, ORC 5126.0211, OAC 5123-4-03)

During each calendar year of a Board Member's term, the member shall attend a minimum of four hours of in-service training, except as provided in OAC 5123-4-03 (C) (b) (c) (d). This training shall not be considered regularly scheduled meetings of the Board.

A Board Member shall be considered present at an in-service training session even though the member is not physically present in the room in which the session is held if the member is connected to the session through a system that enables the member to communicate with the individuals participating in the session and such individuals to communicate with the member.

Board Members appointed after the Board's annual organizational meeting and Board Members appointed to complete the remainder of a former Board Member's term shall attend in-service training during the first calendar year of the member's appointment in accordance with the following schedule:

- Members appointed on or before March 31 shall complete a minimum of four hours of in-service training.

- Members appointed after March 31 but prior to July 1 shall attend a minimum of three hours of in-service training.
- Members appointed after June 30 but prior to October 1 shall attend a minimum of two hours of in-service training.
- Members appointed after September 30 but prior to the succeeding January 1 shall attend a minimum of one hour of in-service training.

J. Grounds for Removal (ORC 5126.0213)

Subject to provisions of ORC 5126.0214 and 5126.0216, an appointing authority shall remove a member of the Board for any of the following reasons:

1. Neglect of duty;
2. Misconduct;
3. Malfeasance;
4. Ineligibility to serve on the Board pursuant to ORC 5126.023;
5. Failure to attend at least four hours of in-service training session each year;
6. Failure to attend within one year four regularly scheduled board meetings;
7. Failure to attend within one year two regularly scheduled board meetings if the member gave no prior notice of the member's absence; or
8. Consistently poor performance on the Board, as demonstrated by documentation that the President of the Board provides to the appointing authority and the appointing authority determines is convincing evidence.

The removal provisions of 6 and 7 above do not apply to absences from special meetings or work sessions.

K. Waiver of Removal Requirement for Non-Attendance (ORC 5126.0214, ORC 5126.0215)

An appointing authority shall not remove a member of the Board from the Board by reason of 5, 6 or 7 of section 5126.0213 of the Ohio Revised code above~~,~~ if the Director of DODD waives the requirement that the member be removed. The Director may issue the waiver only if the appointing authority requests that the Director issue the waiver and provides the Director evidence that is satisfactory to the Director that the member's absences from the in-service training sessions or regularly scheduled Board meetings are due to a serious health problem of the member or a member of the member's immediate family. The Director's decision on whether to issue the waiver is final and not subject to appeal.

The Board may pass a resolution urging the appointing authority to request that the Director issue the waiver. The member whose absences from the sessions or meetings are at issue may not vote on the resolution. The appointing authority may request the waiver regardless of whether the Board adopts the resolution.

If there are grounds for the mandatory removal of a member from the Board under ORC 5126.0213, the Board shall supply the Board Member and the member's appointing authority with written notice of the grounds.

L. Request for Hearing on Proposed Removal of a Board Member (ORC 5126.0216, ORC 5126.0217, ORC 5126.0218)

An appointing authority shall afford a member of the Board an opportunity for a hearing on the member's proposed removal in accordance with procedures the appointing authority shall establish, unless the appointing authority requested that the Director of DODD waive the mandatory removal under ORC 5126.0214 and the Director refused to issue the waiver. The appointing authority shall hold the hearing if the member requests the hearing not later than thirty days after the date that the Board sends the member the notice required by ORC 5126.0215. If a member of the Board requests a hearing within the time required by ORC 5126.0216, the appointing authority may not remove the member from the Board before the conclusion of the hearing.

A member of the Board who is removed from the Board is ineligible for reappointment to the Board for not less than one year. The appointing authority shall specify the time during which the member is ineligible for reappointment. If the member is removed for failure to attend at least four hours of in-service training, the Board shall specify the training the member must complete before being eligible for reappointment.

3. ORGANIZATION OF THE BOARD (ORC 5126.029)

MCBDD shall hold an organizational meeting no later than the thirty-first day of January of each year. The Board President shall have appointed a nominating committee prior to this meeting. Nominations for the new officers shall be brought to the Board by the Nominating Committee. The Board shall elect its officers, which shall include a President, Vice-President, and Recording Secretary. After its annual organizational meeting, the Board shall meet in such manner and at such times as prescribed by rules adopted by the Board, but the Board shall meet at least ten times annually in regularly scheduled sessions in accordance with ORC 121.22. A majority of the Board constitutes a quorum. The Board shall adopt rules for the conduct of its business and a record shall be kept of Board proceedings, which shall be open for public inspection. Voting may be by voice except that on all questions involving the expenditure of moneys, the yeas and nays shall be taken and entered in the records and minutes of the proceedings of the Board.

A. Notification Pertaining to MCBDD Board Members

Any person may visit, e-mail or telephone the central office of the ~~Board~~ MCBDD during that office's regular office hours to determine, based on information available at that office: The time and place of regular meetings; the time place and purposes of any then known special meetings, and whether the available agenda of any such future meetings states that any specific type of public business, identified by such person, is to be discussed at such meeting.

Any notification provided herein to be given by the Superintendent may be given by any person acting on behalf of or under the authority of the Superintendent. A reasonable attempt at notification shall constitute notification in compliance with these policies.

The Superintendent shall maintain a record of the date and manner, and time if pertinent under these rules, of all actions taken with regard to notices and notifications and shall retain copies of proofs of publications of any notifications or notices published in accordance with the agencies approved retention schedule.

B. Board Officer Duties

The duties of the President shall be:

- To preside at all meetings of the Board;
- To appoint committee chairpersons and/or committee members;
- To request an audit of the financial records and accounting assets at appropriate intervals;
- To perform such other duties as may be prescribed by law or by action of the Board;
- To represent the Board as its official spokesperson; and
- To be a member ex-officio of all special committees of the Board and of all committees and commissions appointed by the Board.

The duties of the Vice-President shall be:

- To preside in the absence of the President;
- To perform the duties of the President in his absence; and
- To perform such other duties designated by the President.

The duties of the Recording Secretary shall be to:

- Keep a complete and correct record of all resolutions and meetings of the Board, including a complete statement of approved expenditures and resolutions acted upon; and of any committee meeting the President of the Board requests the Secretary to attend;
- File a certified copy of the Board minutes in the Administrative Office as a repository;
- Provide each member of the Board with a copy of the minutes, including a complete statement of approved expenditures and resolutions acted upon; and
- Perform such other duties as may be delegated either by the President of the Board or assigned by the Board;

Any duties of the Recording Secretary may be delegated to persons acting on behalf of, or under the authority and supervision of, the Recording Secretary.

C. Committees of the Board

Committee membership shall be limited to three Board Members. The Board shall authorize special committees as are deemed necessary and the members of such special committees shall be appointed by the President. A special committee shall report its recommendations to the Board for appropriate action. The Superintendent, or designee, shall serve on any committee.

D. Appointing Ethics Committee (ORC 5126.0212, ORC 5126.031)

Annually at the organizational meeting required by ORC 5126.029, the President of the Board shall appoint three members of the Board to an Ethics Committee to review all direct services contracts. The Board's President may be one of those appointed. The Superintendent/designee shall be a non-voting member of the Committee. The President shall not appoint a person to the Committee if the person, or any member of the person's immediate family, will have any interest in any direct services contract under review by the Committee while the person serves on the Committee or during the twelve-month period after completing service on the Committee. If a Committee member or a member of the Committee member's immediate family has or will have such an interest, the President shall replace the member by appointing another Board Member to the Committee.

The Committee shall meet regularly as directed by the Board to perform its duties. Minutes shall be kept of the actions of the Committee. The minutes shall be part of the public record of the Board. Any action taken by the Committee on direct services contracts under its review shall be in public. The Committee shall afford an affected party the opportunity to meet with the Committee on matters related to a direct services contract or any action taken by the Committee.

In no circumstance shall a member of the MCBDD participate in or vote on any matter before the Board concerning a contract agency of which the member or an immediate family member of the member is also a Board Member or an employee.

If MCBDD establishes a policy specifying that the ~~Board~~ MCBDD is not willing to enter into direct services contracts with any person who is a Board Member or former Board Member or a member of the immediate family of a Board Member or former Board Member, the Board may assume the responsibilities and perform the duties of an Ethics Committee specified in ORC **5126.032**. The policy shall be established by resolution adopted by a majority of the members of the Board in attendance at a meeting at which there is a quorum and shall be in effect for one year after its adoption, at which time the Board shall, by resolution adopted in the same manner as the initial resolution, either renew the policy or establish a new one.

E. Reviewing Direct Services Contracts (ORC 5126.032)

The Ethics Committee appointed for the MCBDD shall review all direct services contracts, and approve or disapprove each contract in accordance with the standards in ORC **5126.033**. The Committee shall develop, in consultation with the prosecuting attorney, and recommend to the Board ethical standards, contract audit procedures, and grievance procedures with respect to the award and reconciliation of direct services contracts. The Superintendent, or an employee of the MCBDD designated by the Superintendent, shall, in accordance with a policy established by the Board, certify to the Committee a copy of each proposed direct services contract or contract renewal at a

reasonable time before the contract would take effect if entered into or renewed, if, at the time the contract or renewal is proposed, resources approved by the Board for such purposes are available.

The Committee shall promptly review each direct services contract certified to it. If the contract does not meet the conditions specified in section **5126.033** of the Revised Code, the Committee shall recommend that the ~~Board~~ MCBDD not enter into the contract or suggest specified revisions. The Superintendent shall provide all the information the Committee needs to make its determinations.

The Committee shall certify to the Board its recommendation with regard to each contract. Except as provided in ORC 5126.032 (B), the Board, by resolution, shall enter into each direct services contract that the Committee recommends or recommends with specified revisions. The ~~Board~~ MCBDD shall not enter into any contract that is not recommended by the Committee or enter into any contract to which revisions are suggested if the contract does not include the specified revisions.

The prosecuting attorney, at the request of the ~~Board~~ MCBDD, shall prepare a legal review of any direct services contract that has been recommended, or recommended with revisions, by the Committee. The ~~Board~~ MCBDD shall enter into only those contracts submitted for review that are determined by the prosecuting attorney to be in compliance with state law.

F. Direct Services Contract Requirements (ORC 5126.033)

MCBDD shall not enter into a direct services contract unless the contract is limited either to the actual amount of the expenses or to a reasonable and allowable amount projected by the Board. MCBDD shall not enter into a direct services contract that would result in payment to a Board Member, former Board Member, employee, former employee, or member of the immediate family of a Board Member, former Board Member, employee, or former employee if the person who would receive services under the contract stands to receive any preferential treatment or any unfair advantage over other eligible persons.

MCBDD shall not enter into a direct services contract for services provided in accordance with ORC 5126.11 (FSS), 5126.40 (Supported Living) and 5126.46 (Residential Services) under which an individual, agency, or other entity will employ an individual who is also an employee of the ~~Board~~ MCBDD unless all of the following conditions are met:

- The employee is not in a capacity to influence the award of the contract.
- The employee has not attempted in any manner to secure the contract on behalf of the individual, agency, or other entity.
- The employee is not employed in management level two or three according to DODD and does not provide service and support administration.
- The employee is not employed by the ~~Board~~ MCBDD during the period when the contract is developed as an administrator or supervisor responsible for approving or supervising services to be provided under the contract and agrees not to take such a position while the contract is in effect, regardless of whether the position is related to the services provided under the contract.
- The employee has not taken any actions that create the need for the services to be provided under the contract.
- The individual, agency, or other entity seeks the services of the employee because of the employee's expertise and familiarity with the care and condition of one or more eligible persons and other individuals with such expertise and familiarity are unavailable, or an eligible person has requested to have the services provided by that employee.
- The Superintendent of the MCBDD shall notify the employee and the individual, agency, or other entity that seeks the employee's services of the Ethics Committee's determination under section ORC 5126.032 regarding the contract. The Committee's determination shall be binding on all parties.
- The employee who is the subject of the contract shall inform the Superintendent of the MCBDD of any employment the employee has outside the ~~Board~~ MCBDD that is with any individual, agency, or other entity that has a contract with the MCBDD. If the employee does not inform the Superintendent of outside employment with any agency or other entity that has a contract with the ~~Board~~ MCBDD, the employee may be subject to disciplinary action.

4. BOARD MEETINGS (ORC 121.22)

The Board shall observe Robert's Rules of Order Revised, except as otherwise provided by these rules and regulations or by statute. The Board may recess a regular meeting to such a time and place as it deems advisable, and the meeting shall be considered a regular meeting.

Agenda:

The Superintendent shall prepare and deliver a copy of the agenda to the members of the Board and to the media five days prior to any regular Board meeting. The Superintendent in consultation with the Board President shall prepare a final agenda for each meeting of the Board. Business at each regular meeting may include, but not be limited to, the following:

- Roll call;
- ~~Announcements;~~
- Minutes;
- Financial reports;
- Committee reports;
- Old business;
- New business;
- Discussion Items
- Public Forum
- Executive session; and
- Adjournment.

Voting:

Where a quorum is present, a majority vote, that is a majority of the cast votes, is sufficient for adoption of any Motion that is in order. All votes shall be recorded in the Minutes. In the event of a "tie" vote, the Chair would cast the deciding vote, provided the Chair was not part of the original vote.

Where a quorum is present, several members' refusal to vote is not sufficient, even if a majority, to defeat the action of those actually voting. Members present, including the President, are obligated to vote, unless they wish to be regarded as assenting to the decision of the voluble majority.

Each Board Member will vote via roll call.

Minutes:

Minutes are the official record of all business transacted, activities undertaken, and plans projected. Minutes should contain actions taken and not be a record of discussions and statements, but may make mention of an item of discussion and information made public. Personal opinions of praise or criticism should not be recorded in written minutes.

The Board shall promptly prepare, file, and maintain minutes of all public meetings, including special and emergency meetings, and Board committee meetings. These minutes must be available to the public.

In order to obtain a detailed account of all Board activities, the Board shall ~~audiotape~~ record the proceedings of all public meetings, including special and emergency meetings, and Board committee meetings and maintain those ~~audiotapes~~ recordings on file as a record of all discussions that occur, so that the public may understand the reasons behind the Board's decisions. Board Meeting ~~audiotapes~~ recordings shall be retained in accordance with the approved agency retention schedule. All Board minutes shall comply with MCBDD's related procedures.

- The minutes of the preceding meeting(s), with any changes made by motion properly made and carried, or as directed by the President without objection, shall be approved by the Board and signed by the President and Recording Secretary.
- The minutes may be corrected whenever an error is noticed regardless of the time that has elapsed, but after their adoption, when too late to reconsider the vote, they require a two-thirds vote for their amendment.

- Originals of approved minutes and resolutions of the Board and Committees shall be filed permanently in the Administrative office, and shall be made available to any citizen desiring to examine them at a mutually convenient time.
- Numbered and dated resolutions shall be maintained in a separate journal.

A. Electronic Participation (ORC 5126.0223)

A member of the Board may attend a meeting of the Board or a meeting of a committee of the Board via means of electronic communication if all of the following apply:

1. The means of electronic communication permits the Board Member(s) attending the meeting via means of electronic communication, the Board Members present in-person at the place where the meeting is conducted, and all members of the public present in-person at the place where the meeting is conducted to simultaneously communicate with each other during the meeting; and
2. At least one-third of the members attending the meeting are attending in-person at the place where the meeting is conducted, as referenced in the table below; and
3. In the case of a regular meeting of the Board, the member attending the meeting via means of electronic communication attends at least one-half of the annual regular meetings of the Board in-person at the place where the meeting is conducted; and
4. The member attending the meeting via means of electronic communication notified the President of the Board of their intent not less than 48 hours before the meeting, except in the case of declared emergency; and
5. All votes taken at the meeting are taken by roll call vote.

Any Board Member attending a meeting of the Board or a meeting of a committee of the Board via electronic means is considered present at the meeting, is counted for purposes of establishing a quorum, and may vote at the meeting.

For purposes of determining whether one-third of members are attending a meeting of the Board or a committee meeting of the Board in-person, the following table can be used as a guide:

Number of Meeting Participants	In-Person Attendance Required
2 total	1 in-person
3 total	1 in-person
4 total	2 in-person
5 total	2 in-person
6 total	2 in-person
7 total	3 in-person

B. Executive Session (ORC 121.22)

The members of the Board may hold an executive session only after a majority of a quorum of the Board determines, by a roll call vote, to hold an executive session and only at a regular or special meeting for the sole purpose of the consideration of any of the following matters: (If the Board holds an executive session to consider any of the matters listed below, the motion and vote to hold that executive session shall state which one or more of the approved matters listed in those divisions are to be considered at the executive session.)

1. To consider the appointment, employment, dismissal, discipline, promotion, demotion, or compensation of an employee, or the investigation of charges or complaints against an employee, unless the employee requests a public hearing. The motion and vote to hold the executive session need not include the name of any person to be considered at the meeting;
2. To consider the purchase of property for public purposes, or for the sale of property at competitive bidding, if premature disclosure of information would give an unfair competitive or bargaining advantage to a person whose personal, private interest is adverse to the general public interest. No member of the Board shall use this as a subterfuge for providing covert information

to prospective buyers or sellers. A purchase or sale of public property is void if the seller or buyer of the public property has received covert information from a member of the Board that has not been disclosed to the general public in sufficient time for other prospective buyers and sellers to prepare and submit offers;

3. Conferences with an attorney for the Board concerning disputes involving the Board that are the subject of pending or imminent court action;
4. Preparing for, conducting, or reviewing negotiations or bargaining sessions with employees concerning their compensation or other terms and conditions of their employment;
5. Matters required to be kept confidential by federal law or regulations or state statutes; and/or
6. Details relative to the security arrangements and emergency response protocols for the MCBDD if disclosure of the matters discussed could reasonably be expected to jeopardize the security of the MCBDD.

A resolution, rule, or formal action of any kind is invalid unless adopted in an open meeting of the Board. A resolution, rule, or formal action adopted in an open meeting that results from deliberations in a meeting not open to the public is invalid unless the deliberations were for a purpose specifically authorized above and conducted at an executive session held in compliance with this policy. A resolution, rule, or formal action adopted in an open meeting is invalid if the Board that adopted the resolution, rule, or formal action violated this policy.

Any Board action proposed following an executive session shall specify, with some detail, the nature of action to be taken.

C. Special Meetings (ORC 121.22)

Special meetings shall be held and conducted in accordance with the rules and regulations applicable to all Board meetings. A special meeting of the Board may be called by the President or the Superintendent with the knowledge and approval of the President, or by any two Board Members by serving notice of the date and place and subject matter of such meeting upon each member of the Board at least 24 hours prior to the date of such meeting. No other business than listed in the notification may be conducted at special meetings, except in case of an emergency requiring immediate official action. In the event emergency action is necessary the nature of the emergency must be stated in the minutes of the meeting.

Every public body, by rule, shall establish a reasonable method whereby any person may determine the time and place of all regularly scheduled meetings and the time, place, and purpose of all special meetings. A public body shall not hold a special meeting unless it gives at least twenty-four hours' advance notice to the news media that have requested notification, except in the event of an emergency requiring immediate official action. In the event of an emergency, the member or members calling the meeting shall notify the news media that have requested notification immediately of the time, place, and purpose of the meeting.

Any person, upon request ~~and payment of a reasonable fee~~, may obtain reasonable advance notification of all meetings at which any specific type of public business is to be discussed. ~~Provisions for advance notification may include, but are not limited to, mailing the agenda of meetings to all subscribers on a mailing list or mailing notices in self-addressed, stamped envelopes provided by the person.~~

Any news medium organization that desires to be given advance notification of special meetings of the Board shall file a written request for such notice with the Superintendent. The written notification required under this section shall be ~~a copy of the agenda of the meeting or for the media~~ a notification form including meeting type, date, time and location. All postings for special meetings shall be done in the same place as those postings for the regular and organizational meeting.

D. Public Notice for Board Meetings (ORC 121.22)

Public notice of all meetings of the Board shall be given in accordance with Section 121.22 of the Ohio Revised Code. Notices of all meetings shall be posted on employee bulletin boards in conspicuous places. Notices will be placed in areas of the MCBDD accessible to

the public.

The Superintendent shall post a statement of the time(s) and place(s) of regular meetings of the Board. ~~for each regular meeting other than the organizational meeting of the Board~~. The Superintendent shall check at reasonable intervals to ensure that such statement remains so posted. If at any time during the calendar year, the time or place of any regular meeting is changed on a permanent or temporary basis, a statement of the time and place of such changed regular meeting shall be so posted by the Superintendent at least 24 hours before the time of the first changed regular meeting. The Superintendent shall post a statement of the time and place of the organizational meeting of the Board at least 24 hours before the time of such organizational meeting.

Upon the adjournment of any regular or special meetings to another day, the Superintendent shall promptly post notice of the time and place of such adjourned meeting.

E. Open Forum

The Board endorses the principles of open communication with the public and free communication with all agency personnel through recognized channels of communication. At their discretion, and subject to the nature of the agenda, the Board may schedule an Open Forum during the regular monthly meeting which shall provide an opportunity for the public to address the Board. Any individual or group may address the Board concerning any subject that lies within the Board's jurisdiction, including items scheduled on the Board meeting agenda. Questions are to be directed to the Board as a whole**,** and may not be put to any individual member of the Board or the administrative staff.

It shall be in order for members of the Board to interrupt a speaker at any time to ask questions in order to clarify the discussion. Not more than five (5) minutes shall be allotted to each speaker and no more than forty-five (45) minutes totally across all subjects under discussion, except with the consent of the majority of the Board. If additional time is needed to address the subject(s), the Board, at its discretion, may schedule a Special Board Meeting. The Board does not obligate itself to consider any question(s), request(s), or proposal(s) during the Open Forum session.

No person may present, at any meeting of the Board, a complaint against an individual Board employee. Any charge or complaint against an individual Board employee shall follow the informal resolution of complaints process found in Board policy Chapter 11, Section 3 K, and shall be signed and dated by the person making the charge or complaint.
Mutual courtesy and respect during Open Forum are expected at all times. Speakers or members of the public who fail to maintain an acceptable demeanor or who act in such a manner as to disrupt the general proceedings shall be asked by the President to yield the floor and/or to cease their disruption.

The Board does not obligate itself to formally consider any question(s), request(s), or proposal(s) unless submitted to the President, in writing, at least ten (10) calendar days before the meeting. Depending on the nature of such question(s), request(s), or proposal(s), the Board may not elect to address these issues at its next meeting, but nonetheless shall provide acknowledgement and indicate a reasonable timeframe for a response. In any event, the person who provided such question(s), request(s), or proposal(s), shall be contacted within (10) calendar days following the meeting to confirm the status of the response.

5. ETHICS (ORC 102.01)

A. General

It is policy of the ~~Board~~ MCBDD to carry out its mission in accordance with the strictest ethical guidelines and to ensure that Board Members and employees conduct themselves in a manner that fosters public confidence in the integrity of the ~~Board~~ MCBDD~~,~~ its

processes, and its accomplishments.

Any questions relating to the existence of a conflict of interest shall be submitted to the Board's Ethics Committee, which may refer the matter to the Medina County Prosecutor or the ~~Board's~~ MCBDD's approved legal counsel, or the Ohio Ethics Commission for resolution.

B. General Standards of Ethical Conduct

Under well-established principles, everyone must meet certain standards of conduct and attention in carrying out his or her responsibilities to the Medina County Board of Developmental Disabilities.

- **STANDARD I: Duty of Care**
  There is a level of competence that is expected of everyone, and is commonly expressed as the duty of "care that an ordinarily prudent person would exercise in a like position and under similar circumstances." This means that everyone owes the duty to exercise reasonable care when he or she makes a decision as a steward of the Agency.
- **STANDARD II: Duty of Loyalty**
  The duty of loyalty is a standard of faithfulness; everyone must give undivided allegiance when making decisions affecting the organization. This means that no one can use information obtained as a member for personal gain, but must act in the best interests of the Agency.
- **STANDARD III: Duty of Obedience**
  The duty of obedience requires everyone to be faithful to the organization's mission. No one is permitted to act in a way that is inconsistent with the central goals of the organization. A basis for this rule lies in the public's trust that the organization will manage funds to fulfill the Agency's mission.

C. Agency-Wide Compliance Standards of Ethical Conduct

Board officials and employees must, at all times, abide by protections to the public embodied in Ohio's ethics laws, as found in Chapters 102 and 2921 of the Ohio Revised Code and ORC 5126.031, 5126.032, and as interpreted by the Ohio Ethics Commission and Ohio courts. (A copy of these laws is provided by the ~~Board~~ MCBDD, and receipt acknowledged, as required in ORC 102.09(D).) Officials and employees must conduct themselves, at all times, in a manner that avoids favoritism, bias, and the appearance of impropriety. The Medina County Board of DD shall:

1. **Comply with the Law.** MCBDD is subject to numerous local, state, and Federal laws pertaining to all aspects of its operation. Employees are required to understand and abide by those laws which are applicable to them in the performance of their jobs.
2. **Provide Excellent Services.** MCBDD employees shall treat all individuals with a spirit of kindness, patience, and understanding in the performance of their duties. Each individual is an individual and should be treated as such. Each individual should be respected, with their needs and preferences considered as decisions are made. Steps shall be taken so that each individual understands his or her program needs and options, treatment methods utilized, and outcomes. MCBDD shall provide services in a manner that does not discriminate against any person because of age, race, religion, gender, sexual orientation, national origin, or for any other reason prohibited by applicable state and Federal law. At all times, competent and qualified individuals shall provide appropriate care, while considering the safety and wellbeing of individuals served. Employees shall take every measure to ensure that individual rights as enumerated under ORC 5123.62 are preserved.
3. **Protect Confidential Information.** MCBDD is committed to maintaining the confidentiality of protected health information, as well as appropriate personnel information, in accordance with applicable legal and ethical standards.
4. **Not Accept Inappropriate Gifts or Gratuities.** The following standards apply to the giving or receiving of gifts and gratuities:
   - Receiving Gifts from Individuals and Vendors - Employees are prohibited from soliciting tips, personal gratuities, or gifts from individuals, providers, and other vendors. Employees may, however, accept non-monetary gratuities or gifts of a nominal value (approximately $25 or less), such as cookies, flowers, or candy if the gift would not influence, or reasonably

appear to others to be capable of influencing, the employee's business judgment in conducting affairs with the individual or vendor.

- Giving Gifts to Individuals and Vendors - Employees shall not offer or give money, services, or other things of value with the expectation of influencing the judgment or decision-making process of any individual, provider, vendor, governmental official, or any other person. An employee who is in doubt about whether a situation involving the giving or receiving of something of value is acceptable, should ask his or her supervisor, or the Administration Office.

5. **Avoid Conflicts of Interest.** It is the policy of MCBDD to prohibit its employees and other associates from engaging in any activity, practice, or act which conflicts with, or appears to conflict with, the interests of MCBDD, its individuals, or its vendors. Therefore, employees, management, Board Members, and other contract individuals shall disclose to the Assistant Superintendent any potential conflict of interest they or their immediate family have in any firm which does business with MCBDD or which competes with MCBDD. An employee of the ~~Board~~ MCBDD may also be a member of the governing board of a political subdivision, including the Board of education of a school district, or an agency that does not provide specialized services.
6. **Keep Accurate and Complete Records.** It is essential that MCBDD report accurate information to governmental entities and other third parties. In order to meet this obligation, it is equally essential that every employee accurately and clearly document the relevant facts or the true nature of any and all individual training, services, programs, incidents, and activities. No employee should knowingly or with reckless disregard for the truth make any false or misleading statement on any form or to any other officer, employee, or auditor for MCBDD. All individual records shall meet the documentation standards required for quality care and to meet reimbursement regulations. Employee travel and entertainment-related expenses shall be accurately documented and supported when seeking reimbursement from the ~~Board~~ MCBDD~~.~~
7. **Adhere to Anti-Referral and Health Care Fraud and Abuse Legislation.** All employees of MCBDD are required to comply with laws which prohibit health care fraud and abuse. Activities that are prohibited include, but are not limited to:
   - Intentionally or knowingly recording incorrect, false, or fraudulent documentation, or making false or fraudulent claims for payment or approval;
   - Offering or receiving remuneration (such as a kickback, bribe, or rebate) as an inducement to make a referral for the furnishing (or arranging for the furnishing) of any item or service;
   - Submitting false information for the purpose of gaining or retaining the right to participate in a plan or obtain reimbursement for services; and,
   - Referring Medicaid individuals to any entity for "designated health services" when the staff member or an immediate family member has a financial relationship with the entity (unless the arrangement complies with applicable legal exceptions).
8. **Conduct Political Activities According to the Law.** MCBDD does not participate or intervene in (including the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office. While MCBDD supports employee participation in the political process, employees are not permitted to use positions in MCBDD to try to influence the personal decisions of others to contribute or otherwise support political parties or candidates except as lawfully permitted through political action committees.
   MCBDD may participate in lobbying activities or advocating the passage or defeat of certain legislation that pertains to issues that affect the field of DD. Lobbying activities or advocating the passage or defeat of certain legislation shall not constitute a substantial part of the activities of MCBDD.
9. **Provide a Safe Workplace.** It is the policy of MCBDD to comply with all applicable state and Federal laws designed to improve workplace safety. MCBDD is committed to training employees to carry out their work in manner that is safe for them, their coworkers, and the individuals they serve.
10. **Not Tolerate Harassment or Discrimination.** It is MCBDD's policy not to discriminate on the basis of race, color, religion, national origin, age, disability, sexual orientation, or gender in relation to employment practices. Furthermore, MCBDD prohibits harassment of its employees in any form by supervisors, coworkers, consumers, family members, providers or vendors.

11. **Appropriately Use its Assets.** All employees are charged with protecting and preserving MCBDD's assets and resources by following procedures to prevent their loss, theft, or unauthorized use. No part of the revenue of MCBDD shall inure to the benefit of, or be distributed to, its Board Members, Management Team, employees, or other persons having direct or indirect personal or private interest in the activities of MCBDD, except to the extent that payroll reimbursement constitutes reasonable compensation for services rendered in the necessary course of MCBDD's operations.
12. **Protect the Environment.** It is the policy of MCBDD to comply with all state and Federal laws protecting the environment. Employees shall dispose of all waste and other materials and store all chemicals and substances in accordance with applicable laws and regulations. It is important to file all necessary reports accurately and promptly and to cooperate fully with all governmental authorities in the event of an environmental incident.
13. **Protect Access to Information Systems.** MCBDD is committed to protecting all aspects of its information systems. All employees and other associates with access to MCBDD's computerized information system shall abide by MCBDD's computer policies and procedures, including the protection of confidential information, passwords, and other access information.
14. **Adhere to Intellectual Property Laws.** MCBDD is committed to adhering to all applicable intellectual property laws. All software used in connection with MCBDD's operations shall be properly licensed and used in accordance with that license. Additionally, MCBDD shall respect the intellectual property and copyright laws regarding books, trade journals, magazines, and other applicable resources.
15. **Witnessing of documents.** Personnel shall not act as a witness to documents such as Power of Attorney, guardianship, advance directives, and/or agency contracts without the expressed written approval of the Superintendent. Personnel are authorized to countersign documents such as intake forms, authorizations (i.e., release of information form), treatment plans, etc. as directly related to their job duties."
16. **Notary Public signature and seal.** Employees who are certified as Notary Publics may witness documents such as Power of Attorney, guardianship, advance directives, and/or agency contracts for clients, personnel, and other stakeholders in accordance with applicable state laws. The person who witnesses a document should be neutral and have no financial or other interest involved.

D. Use of Authority

Specifically, no individual Board Member shall:

- seek special privileges for personal gain;
- personally assume unauthorized authority;
- disclose confidential information;
- place the interest of any group or faction above the interest of the entire program;
- criticize ~~Board~~ MCBDD employees publicly;
- act on any complaint by an employee or against an employee that does not follow established procedure; or
- act on any complaint by an individual or caregiver receiving service that does not follow established procedure.

E. Employee Conflict of Interest Affidavit

Every Board official or employee who may have a direct or indirect financial interest in or is employed by any person, agency, direct service provider, or organization that contracts with the ~~Board~~ MCBDD shall fill out a complete and accurate Employee Conflict of Interest Affidavit and submit it to the Board's Ethics Committee by April 15 of each year. An official or employee elected, appointed, or employed to a position after April 15 shall file a statement within ninety days of appointment or employment.

F. Penalties

Failure of any Board official or employee to abide by this ethics policy, or to comply with the ethics law and related statutes, will result in discipline, which may include dismissal, as well as any potential civil or criminal sanctions under the law.

G. Compliance with the Law

The ~~Board~~ MCBDD shall operate in compliance with all laws, legal requirements, and regulations of all governmental authorities and legally authorized agencies under whose authority it operates. The ~~Board~~ MCBDD shall operate in accordance with applicable state and federal laws including but not limited to:

- Ohio Administrative Code Section 5123
- The Ohio Revised Code Chapter 5126
- Title VI of the Civil Rights Act of 1964 (42 USC Sec 2000d-2000d-4)
- Section 504 of the Rehabilitation Act of 1973 (29 USC Sec 794)
- The Americans with Disabilities Act (42 USC Sec 12101 et seq.)

6. ACCESSIBILITY (42 USC Sec. 12101)

The ~~Board~~ MCBDD shall ensure that no qualified Individual shall, on the basis of disability, be excluded from employment opportunities or participation in or be denied the benefits of the programs, services, or activities that are administered by the ~~Board~~. MCBDD

Policies and procedures will be modified, where necessary, to avoid discrimination on the basis of disability. All materials produced in whole or in part by the ~~Board~~ MCBDD will be made available in alternate formats, if requested.

The ~~Board~~ MCBDD will arrange all meetings and other events at accessible locations. The ~~Board~~ MCBDD will ensure that auxiliary aids and services or other accommodations will be made available, if requested, unless such accommodations create an undue burden for the ~~Board~~. MCBDD.

A. Accessibility Plan

The ~~Board~~ MCBDD shall develop an annual plan to identify or address barriers to people with disabilities within the organization and the community. The plan is developed following an evaluation of ~~Board~~ MCBDD programs and services, and shall be reviewed annually.

Revisions:
2.14 Employment First: Approved 2/24/14 (New)
2.15 Social Media: Approved 6/23/14 (New)
2.6 Ethics: Approved 12/11/17 (Updated)
New Policy Format Approved by Board: 10/26/20
Annual Review/Update: Approved 01/25/21
Annual Review/Update: Approved 9/26/22
Section 1-c Social Media: Approved 7/24/23 (Revision)
Section 2 Membership: Approved 10/23/23 (Minor Revision)
Section 3 D Appointing Ethics Committee: Approved 10/23/23 (Revision)
Section 3 E Reviewing Direct Svc. Contracts: Approved 10/23/23 (Revision)
Section 3 F Direct Svc. Contract Requirements: Approved 10/23/23 (Revision)
Section 4 Board Meetings: Approved 10/23/23 (Minor Revision)
Section 4 B Executive Session: Approved 10/23/23 (Revision)
Section 4 A Electronic Participation: Approved 11/13/23 (New)
Section 4 A-D: Renumbered only: Approved 11/13/2023
Section 4 E Open Forum: Revised. Approved 07/28/2025

Chapter 3 – Administration

SECTION:

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   - D. Obligations

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14. ABUSE PREVENTION

1. SUPERINTENDENT DUTIES AND RESPONSIBILITIES

The execution of Board policy and the administration of the MCBDD facilities, programs and services shall be the responsibility of the Superintendent and his/her designees. To this end, there shall be a continuous effort by the administration and the Board to improve the policies of the MCBDD, to develop clear, precise administrative and operational procedures, and to provide means by which the Board can operate programs, facilities, and services in accordance with its legal obligations and prerogatives. At all times the Superintendent shall be responsible for the operation and administration of the Board's programs, facilities and services, subject to the supervision of the Board and applicable laws of the State of Ohio. All reports required by Ohio Department of Developmental Disabilities (DODD) shall be submitted according to schedules prescribed under state rules or directives.

A. General Administration

1. Administer the work of the Board, subject to the Board's rules. (ORC. 5126.~~024 (A)~~ 0220)
2. Administer all programming for children and adult enrollees.
3. Recommend to the Board changes necessary to increase the effectiveness of programs and services offered by the ~~Board~~ MCBDD pursuant to Chapters 3323 and 5126 of the Ohio Revised Code.
4. Provide general supervision to ongoing operations of the program in accordance with the annual action plan approved by the Board and the Department.
5. Authorize the payment of Board obligations by the Medina County Auditor.
6. Authorize expenditures identified in the current Board-approved budget, or in motions passed by the Board.
7. Provide administration and direction regarding organization, instruction, finance, construction, plant maintenance, and other phases of the operation of the program. Equipment may not be loaned to other agencies without the Superintendent's approval.
8. Present, at the Board's annual organizational meeting, an organizational chart which, upon its review and approval by the Board, shall be included as an appendix to the annual action plan.
9. Prepare the annual budget within available funds and make recommendations concerning same to the Board and supervise the administration of said budget upon its adoption. The annual budget is to be submitted to the Board no later than its October meeting.
10. Keep the Board informed regarding the various instructional, training and homebound programs and provide evaluation of such programs, enrollee progress and the educational and building needs of the Center.
11. Promote among the personnel of the program an understanding of the policies of the Board and an awareness of the accomplishments and needs of the program.

12. Establish such administrative procedures as are necessary to execute the policies of the Board and to carry out the responsibilities as the Superintendent of the ~~Board~~ MCBDD~~.~~
13. Develop and implement such administrative practices and procedures as the Superintendent deems appropriate.
14. Assess the facility and service needs of individual residents of the County and former residents of the County who presently reside in State institutions or who are placed under purchase of service agreements as authorized by ORC. 5123.18.
15. Subject to the approval of the Board and the Director, plan and set priorities based on available funds for the provisions of facilities and services to meet the needs of individual residents in the County and of former residents of the County presently residing in State institutions or placed under purchase of service agreements in accordance with ORC. 5123.18.
16. Require IEPs and IFSPs for students, and ISPs for those eligible individuals.
17. Ensure that programs under ~~Board~~ MCBDD authority or on contract comply with the Ohio and United States Civil Rights Acts, which require nondiscrimination on the basis of race, age, color, sex, religion, creed, disability, national origin, or the inability to pay.
18. Ensure that all services of the ~~Board~~ MCBDD will occur in conformity with all applicable Federal statutes, the Ohio Revised Code, and the Ohio Administrative Code rules.
19. Prepare for the Board's approval the Annual Action Plan in consultation with Department Heads and monitor and report to the Board the progress regarding Plan implementation.
20. Provide to the Board for discussion and approval information on all proposed major changes in structure of departments and programs prior to implementation.

B. Human Resources

1. Approve all employment contracts and personnel actions that involve employees in the classified civil service, approve all employment contracts with management employees for a term of one year or less, and subject to the approval of the Board, approve all other employment contracts for management personnel. (O.R.C. 5126.~~02~~4~~-~~ 21)
2. Approve compensation for employees within the limits set by the salary schedule and budget as adopted by the Board and ensure that all employees and consultants are properly reimbursed for actual and necessary expenses incurred in the performance of official duties.
3. Take all personnel actions required to operate the Board's programs including, but not limited to recruitment, selection and employment of personnel; transfer, suspend, promote, demote, lay-off or remove individual employees except management employees, whose removal, suspension or demotion is governed by O.R.C. 5126.23; establish days and hours of work, position descriptions, work rules and evaluation procedures for all employees and approve all management employee contracts of one year or less and personnel actions for employees in the classified civil service as may be necessary for the work of the Board. (O.R.C. 5126.~~02~~4~~(C)~~ 21)
4. Supervise and prepare written position descriptions for each employment position, which includes certification requirements.
   - Teachers and specialists serving school-age students in the ~~Board's~~ MCBDD's program shall be properly certified pursuant to standards adopted by the State Board of Education.
   - Other professional staff providing services in the Board's programs shall be properly certified pursuant to standards adopted by the State Department of Developmental Disabilities.
5. Establish a performance evaluation system for staff ~~as approved by the Department of Administrative Service~~s.
6. Recommend staffing levels for all programs and services to include placement of staff, staff duties, and responsibilities.
7. Recommend candidates for employment or promotions in all program areas sixty days prior to renewal.
8. Mediate and resolve, if possible, employee complaints, according to Board policies.

C. Public Information

1. Provide consultation to public agencies as defined in O.R.C. 102.01(C), including other county boards of developmental disabilities, and to individuals, agencies or organizations providing services supported by the Board.

2. Direct a public information program in cooperation with the Board to enlist the understanding, support and participation of the citizens of the community.
3. Be responsible for coordinating public information concerning ~~Center~~ MCBDD's services, programs, and activities.

D. Obligations

1. Attend meetings of the Board and participate as appropriate in all of its deliberations, except when such deliberations involve the Superintendent's own employment.
2. Provide sufficient, complete, and current information to the Board in a timely fashion to enable the Board to perform its required functions.
3. Notify the Board at least 30 days in advance of any out-of-state travel to association meetings or conventions, and report to the Board on all meeting or convention attendance not more than 30 days after return from said trip.
4. The Superintendent and all administrative employees shall abide by the prescriptions set forth in Ohio Revised Code Chapter 102 concerning ethical conduct in O.R.C. 2921.43, concerning soliciting or receiving improper compensation.
5. While performing in his/her capacity for the Board, the Superintendent shall not engage in lobbying efforts affecting issues in the areas of developmental disabilities at Board expense unless prior Board approval has been obtained.
6. The Superintendent shall work a minimum of forty (40) hours per week on a flexible schedule (O.R.C. 124.18).

2. BUSINESS OPERATIONS

The Medina County Board of DD shall comply with all legal requirements and maintain responsible financial practices in the fiscal management of the agency. This shall include:

1. Preparation of an annual program and expenditure plan (budget), showing sources of ~~income~~ revenue as well as expenses, by category.
2. Preparation of financial statements which are prepared and submitted to the Board monthly, showing ~~income~~revenue, expenditures, and ~~encumbrances~~ cash balances for all accounts;
3. An annual review of all accounts as part of a state audit of Medina County;
4. Submission of all reports as required by the State of Ohio, Medina County, ~~MCBDD~~ Board policy, and other funding sources;
5. Periodic administrative review of funding sources to ensure financial stability.
6. The ~~Board~~ MCBDD shall maintain fiscal records that comply with County and State auditor's requirements under the ORC.
7. Fiscal records of the ~~Board~~ MCBDD shall be maintained in a current status until the audit for that year has been completed. Fiscal records of the ~~Board~~ MCBDD shall be retained in an inactive status according to the approved Schedule of Records retention and Disposition (RC-2).

A. Program and Expenditures Plan

1. **Submission of Plan to Commissioners**

   ~~In December of each year, t~~The Board shall approve and submit to the Board of County Commissioners an expenditure plan (budget) for the next year, in accordance with the Medina County Commissioner's budget timelines. The expenditure plan shall list the total amount of money to be spent in the next calendar year for each fund, the amount to be spent for employee salaries and employees' benefits for each fund, and the total number of employee positions to be authorized.

2. **Date of Submission**

   No later than the regular October Board meeting of each year, the Superintendent shall prepare and submit to the Board a proposed program and expenditures plan for the next calendar year.

3. **Supporting Details**

   The Superintendent shall submit with the proposed program and expenditures plan such supporting details as individual program expenditures or line-item account number expenditures that the Board requests or the Superintendent thinks necessary for complete understanding of the proposed plan.

4. **Required Reports (ORC 5126.038)**

The Medina County Board of DD shall submit to the Board of County Commissioners, in accordance with the normal program and expenditures plan process and as part of its budget request, a list identifying the total expenditures projected for any of the following:

a. Any membership dues of the members or employees of the Board, in any organization, association, or other entity;
b. Any professional services of the Board, its members or employees, or both;
c. Any training of the members or employees of the Board.

As used in this section, "professional services" means all of the following services provided on behalf of MCBDD, members or employees of the Board, or both:

- Lobbying and other governmental affairs services;
- Legal services other than the legal services provided by the Medina County Prosecutor or provided for the purpose of collective bargaining;
- Public relation services;
- Consulting services;
- Personnel training services, not including tuition or professional growth reimbursement programs for Board members or employees.

"Professional services" does not mean services provided pursuant to a service contract as defined in ORC 5126.~~035~~033.

B. Risk Management

The Medina County Board of DD desires to minimize any unnecessary risk exposure which would have a significant adverse affect on its consumers, staff, visitors, property, fiscal resources, or ability to fulfill its mission.

MCBDD shall manage its risks by developing a Risk Management Plan which shall include:

1) Identification and/or development of actions that will minimize risk exposure
2) Identification of responsible persons for the oversight of the risk exposure
3) Schedule of oversight reviews

MCBDD shall engage the most appropriate strategy to deal with risk exposure, which may include:

1) Risk acceptance: Accepting the consequence of a risk loss if it does occur
2) Risk avoidance: Not engaging in or abandoning an activity in order to eliminate the potential for a risk loss
3) Risk prevention: Minimizing the likelihood of a risk loss through intervening measures
4) Risk mitigation: Minimizing the severity of the risk loss
5) Risk Transference: Shifting the responsibility for a risk loss to an external party

In the event of a risk exposure loss, MCBDD shall analyze the cause of the risk loss and the strategy used to deal with the risk exposure in order to minimize or eliminate future risk loss occurrences.

C. Spending Authorization

1. **Authorization to Expend Salary and Benefit Funds**

The Superintendent is authorized to expend funds necessary for salaries and employee benefits as established by the Board's annual budget, as adopted and subject to amendment, up to the limit of each fund.

2. **Authorization to Expend Operation Funds**

The Superintendent is authorized to expend budget funds as ~~approved monthly by the Board at its meetings~~ as established by the Board's annual budget, as adopted and subject to amendment, up to the limit of each fund.

3. ~~-~~ Board Approval of Authorized Funds

The Board shall approve by resolution, agency financial statements of revenue, expenditures, cash balance, monthly cash flow and vendor reports at monthly Board meetings.

D. Bidding And Contract Award

1. **Advertising**

   The ~~Board~~ MCBDD shall advertise for bids and award contracts for any single purchase of goods or services in accordance with Section 307.86 of the Ohio Revised Code. Bidding is not required for direct and ancillary client services, service & support administration, residential services, and ~~family~~ health insurance services.

2. **Quotations**

   Quotations for goods and services shall be secured on the basis of carefully prepared specifications developed by the business office or department directors on the basis of a description of the needed goods or services by the user.

3. **Presentation of Bids**

   Any and all competitive bids (minimum of three responsible bids when possible) for alterations and other major projects shall be presented for Board consideration at a properly convened meeting with a recommendation by the Superintendent for contract awards. Any or all bids may be rejected by the Board.

4. **Authorization**

   The Superintendent is authorized to execute all documents necessary for contract awards made by the Board.

E. Responsibility for Fees

The Ohio Department of Developmental Disabilities shall charge the ~~Medina County Board of Developmental Disabilities~~MCBDD an annual fee equal to one and one-quarter per cent of the total value of all Medicaid paid claims for home and community-based services provided during the year to an individual eligible for services from the county board, ~~except that the Department shall not charge the fee for home and community-based services provided under the Medicaid waiver component known as the transitions developmental disabilities waiver~~. The ~~Board~~ MCBDD shall not pass the cost of the fee charged under Section 5123.0412 of the Ohio Revised Code on to a provider of home and community-based services.

F. Agency Credit Cards (includes gas cards)

Reference: ORC 301.27, ORC 2913.21, H.B.312, MCBDD Policy 3, H.B. 33

All agency bank credit cards shall bear the name of Medina County Board of Developmental Disabilities (MCBDD). Authorized bank credit cards are provided to the Superintendent and the Director of Business. A total of two (2) bank MasterCard credit cards are maintained in a locked safe in the Business Office. The MCBDD may authorize the use of an agency credit card to its employees. ~~A photocopy of the card is given to employees or Board Members to utilize when needed for pre-approved travel expenses~~.

All agency gas cards shall bear the name of Medina County Board of Developmental Disabilities. Authorized gas cards are provided to the Transportation Manager, Vehicle Drivers (CDL & Van), Operations Staff and the Business ~~Clerk~~Office.

Every employee or officer that is authorized to use the agency credit card or gas card will sign off on a review and understanding of the credit card policy prior to initial use and in the event this policy is updated.

Credit cards approved for authorized use include:

Vendor	***Type of Card***	***Credit Limit***
Huntington	MasterCard	$15,000.00
Shell Fleet Plus	Gasoline/Diesel	$ 2,000.00

The credit card may only be used for prior approved work-related expenses (that serves a public purpose) , and only when normal purchasing procedures outlined in the Administrative Procedures Manual for purchasing and travel are not accepted by a vendor. It shall be

noted on a purchase requisition or professional training requisition by the Director of Business (or designee) when a vendor will not accept a purchase order (P.O.) or check in advance and that the agency credit card is approved to be utilized for payment. No late charges or finance charges shall be allowed as an allowable expense. The Superintendent or Director of Business is authorized to use the agency credit card to pay a vendor if an additional fee is assessed for use of a credit card in paying for a pre-approved expense, if this is the only way a proper public purchase can be made.

Utilization of the Gasoline Credit Card is authorized for the following expenses of MCBDD vehicles only:

- Gasoline
- Diesel
- Vehicle Oil and Fluids

Neither the agency credit card nor gas cards offer any type of reward program.

Employees and officers shall submit itemized credit card receipts to the Business Office within five business days upon return to work with detailed information regarding the expense. If an itemized receipt is not provided, the ~~Medina County Board of Developmental Disabilities~~MCBDD has the right to seek reimbursement from an officer or employee for such expenses. This reimbursement should be paid by the officer or employee directly to the MCBDD. If reimbursement is not received within 45 days of request, the dispute will be turned over to the Medina County Prosecutor's Office for review and investigation. Credits cards are not to be used for alcoholic beverages, entertainment, personal services, or cash advances.

For gas cards, upon purchase the employee completing the transaction signs, ~~records mileage,~~ and identifies unit # on receipt. The itemized receipts are turned into the Business Office (to Business Clerk).

Lost or stolen agency credit cards will be reported to the Director of Business immediately. Cards will be cancelled by the Business Office upon confirmation of a lost or stolen card. This is documented along with the assignment of any new cards. All transactions will be audited in the event of lost or stolen cards. Cards will be reissued from the issuing institution and delivered via U.S. Mail to the Director of Business.

Employees that are assigned gas cards are for fueling MCBDD vehicles only. Employees are responsible for the card. Employees must report any issues with the card (lost, stolen, broken, etc.) to the Director of Business. Employees must return the card(s) if they are leaving employment with the MCBDD or if they are moving to a different department that would not require ~~they~~them to have a card assigned ~~to them.~~

Credit card single daily use ~~limits~~ transactions will not exceed $1,000.00. In the event that business needs require a higher credit card limit, a written request will be submitted to the Superintendent and Director of Business for pre-approval. The higher credit limit may be granted for no more than 30 days. A new request must be submitted every 30 days, as necessary. Requests should detail the need for an increase and the limit requested. The Superintendent and Director of Business will approve the increase. A request for a higher credit card limit for the Superintendent must be pre-approved by the Board President.

The Superintendent and Director of Business monitor the use of credit cards. Credit card monthly invoices are matched to credit card receipts for accuracy. The actions or omissions by an officer or employee that qualify as misuse of a credit card account are subject to progressive discipline up to and including termination and prosecution. In the event of improper use of a credit card, the ~~Medina County Board of Developmental Disabilities~~MCBDD will seek guidance from the Medina County Prosecutor on course of action to be taken. Reimbursement shall be made directly to the MCBDD for any expenses not covered in this policy.

G. Agency Procurement Cards

Reference: ORC 301.29

The Medina County Board of DD may authorize the use of an agency procurement card. Procurement cards approved for authorized use include:

Vendor	***Credit Limit***
Darice (dba Pat Catan's)	$500.00 limit; $75.00 minimum purchase
Home Depot	$15,000.00 limit; no minimum purchase
Wal-Mart	$4,500.00 limit; no minimum purchase
Hobby Lobby	$500.00 limit; no minimum purchase

Amazon	$10,000.00 limit; no minimum purchase

The procurement card may only be used for the prior approved ~~work related~~work-related expenses listed below and only when normal purchasing procedures, outlined in the Administrative Procedures Manual for purchasing, are not accepted by a vendor. No late charges or finance charges shall be allowed as an allowable expense.

Procurement Card expenses may include:

- Office supplies
- Computer supplies and software
- Building maintenance materials and supplies
- Equipment
- Items to be used in the normal course of business

Individual procurement cards are subject to the following maximum limits:

- Daily spending per card: $ 5,000.00
- Monthly spending per card: $ 10,000.00
- Single transaction limit: $ 5,000.00
- Daily number of transactions per card: 10
- Monthly number of transactions per card: 50

Every employee or officer that is authorized to use an agency procurement card will sign off on a review and understanding of the procurement card policy prior to initial use and in the event this policy changes.

Employees and officers shall submit itemized receipts to the Business Office upon use of a procurement card with detailed information regarding the expense. If an itemized receipt is not provided, the ~~Medina County Board of Developmental Disabilities~~MCBDD has the right to seek reimbursement from an officer or employee for such expenses. This reimbursement shall be paid by the officer or employee directly to the MCBDD. If reimbursement is not received within 45 days of request, the dispute will be turned over to the Medina County Prosecutor's Office for review and investigation.

Lost or stolen agency procurement cards will be reported to the Director of Business immediately. Cards will be cancelled by the Business Office upon confirmation of a lost or stolen card. All transactions will be audited in the event of lost or stolen cards. Cards will be reissued from the issuing company and delivered via U.S. Mail to the Director of Business.

The Superintendent and Director of Business monitor the use of procurement cards. The Business Office will match and attach receipts to approved purchase requisitions and statements as ~~a part~~part of account reconciliations. The actions or omissions by an officer or employee that qualify as misuse of a procurement card account are subject to progressive discipline up to and including termination and prosecution. In the event of improper use of an agency procurement card, the ~~Medina County Board of Developmental Disabilities~~MCBDD will seek guidance from the Medina County Prosecutor on course of action to be taken. Reimbursement shall be made directly to the MCBDD for any expenses not covered in this policy.

H. Meal Reimbursement

General Business:

1. Authorized expenditures for meals by employees may be reimbursed for out-of-county travel or for meals included in the registration fee of an in-county or out-of-county conference or seminar. The reimbursement shall not exceed actual expenses or the following rate schedule, whichever is less:

Breakfast	$13.00
Lunch	$15.00
Dinner	$26.00

2. Gratuities up to 15% of the meal cost are reimbursable within, and not in addition to, the rate schedule and must be evidenced on the receipt by the restaurant or employee. Original dated itemized receipts are required. Credit/debit card receipts which only list the total expenditure amount are not acceptable. Alcoholic beverages are not reimbursable.
3. Budget constraints may limit authorization of meal reimbursement requests. The Board retains the right to refuse reimbursement of any expenses incurred without prior authorization.
4. Reimbursed meal expenses not associated with overnight travel and not included in the registration fee of a conference or seminar is considered taxable income and will be included on an employee's IRS W-2 Wage and Tax Statement.

I. Cash balance- NEW

Reference: Performance Audit Recommendation
ORC 5126.053, 5705.222

Per the Government Finance Officer Association (GFAO) ~~it~~, it is essential that governments maintain adequate levels of fund balance to mitigate current and future risks and to ensure stable tax rates. Having a positive account balance is fiscally responsible to ensure that future expenditures can be met in the event of a reduction in revenues. It also allows the MCBDD to continue to provide critical services during times of financial insecurity due to disruptions to expected revenue streams or unforeseen increases in expenditures.

The MCBDD needs to ensure to its stakeholders that the levy funding ~~we~~ it receives lasts the entirety of a levy cycle. MCBDD must also contend with potential risks that could impact this balance from ~~year-to-year~~year to year.

Due to local funds from property taxes not being received until after the first quarter, a minimum cash balance of at least 42% (5 months) worth of the next year's expenses is needed at the end of a levy cycle. The cash balance is monitored, at least annually, through the county board cost projection tool required by ORC 5126.053 as well as monthly cash balance and cash flow reports reviewed with the Board.

The MCBDD can allocate money to the reserve balance account (up to 40% of the prior year general fund expenditures – ORC 5705.222) until and if the above cash balance minimum is not met and the money needs to be used for current operating expenditures.

3. GIFTS, DONATIONS, AND FUND RAISING (O.R.C. 5126.05)

A. Acceptance and Recognition

The ~~Board~~ MCBDD may receive gifts, grants, donations, devices, and titles to property. Presentations of memorials or other awards may be recognized, but in no case shall such action be considered an endorsement of a product or business enterprise. In all cases, appropriate appreciation and acknowledgement shall be made.

All gifts, grants, or donations made to the ~~Board, the Achievement Center~~MCBDD, or any individual or component thereof which have been designated as to their purpose, shall be used where possible only for such purposes as long as such use does not in any way conflict with the Mission Statement, Philosophy, and Principles of the Board. Such determination shall be made by the Superintendent. If~~, by a majority decision,~~ the ~~Board~~ MCBDD has determined that it is not possible to use the donation for its stated purpose, it can then be used for other purposes.
Individual Board or staff members are not permitted to accept gifts, sales incentives or promotions, or donations from individuals, organizations, businesses, or vendors in the course of conducting ~~Board~~ MCBDD business. All gifts, sales incentives, and/or donations shall be turned over to the agency.

Any person or organization wishing to donate goods to the ~~Medina County Board of DD~~MCBDD should contact the Facilities Activities Manager. Any person or organization wishing to donate supplies to the ~~Medina County Board of DD~~MCBDD for a specific event should contact the Community Relations ~~Coordinator~~Manager.

Any person or organization wishing to make a monetary donation to the ~~Medina County Board of DD~~MCBDD, or any of its programs, may make a check or money order payable to the Medina County Board of DD and mail it to the attention of the Business Office or may contact the Director of Business for further information. It is requested that the area to benefit from the donation be noted. The Board is unable to accept credit card or electronic donations.

Donations will not be accepted without the approval of the Superintendent or his/her designee or the Director of Business or his/her designee. Staff members are not permitted to accept donations of goods without prior authorization from the Superintendent, the Director of Business, or the Facilities Activities Manager.

B. Fiscal Responsibility

All monies received from gifts, grants and donations to the ~~Board~~ MCBDD shall be deposited with the Medina County Treasurer and credited to the appropriate Board fund. All real property, equipment, supplies or other property shall become the property of the ~~Board~~ MCBDD and shall be placed on the inventory records of the ~~Board~~MCBDD.

C. Solicitation/Fund Raising

The Medina County Board of DD, and any of its programs, services, departments, or facility names, shall not be used in any sort of fund raising activity without the approval of the Superintendent.

4. RECORDS

The ~~Board~~ MCBDD in accordance with Ohio Revised Code 149.011 (G) and The Ohio Public Records Act defines “Records" as including any document, device, or item, regardless of physical form or characteristic, including an electronic record as defined in section 1306.01 of the ORC, created or received by or coming under the jurisdiction of any public office of the state or its political subdivisions, which serves to document the organization, functions, policies, decisions, procedures, operations, or other activities of the office.

The MCBDD Records Committee will consistently review policy and procedure to ensure adequacy and fulfillment of record keeping requirements.

A. Public Records/Access

The ~~Board~~ MCBDD believes that openness leads to a better-informed citizenry, better government and public policy. It is the policy of the ~~Board~~ MCBDD to strictly adhere to the state’s Public Records Act and ORC 149.43 which defines Pubic Records as “records kept by any public office”. All exemptions to openness are construed in their narrowest sense. Under no circumstances should official records be removed from the agency premises without the permission of the Superintendent, his/her designee or the Department Director.

Every public office must organize and maintain public records in a manner that they can be made available in response to public records requests.

1. **Review of Records by Public**

   Public records are to be available for inspection during regular business hours, with the exception of published holidays Although no specific language is required to make a request, the requester must at least identify the records requested with sufficient clarity to allow the ~~Board~~ MCBDDto identify, retrieve, and review the records. If it is not clear what records are being sought, providing that contact information is provided, the records staff must contact the requester for clarification and should assist the requester in revising the request by informing the requester of the manner in which the office maintains its records. The requester does not have to put a records request in writing and does not have to provide his or her identity or the intended use of the requested public record. Copies of public records must be made available within a reasonable period of time. “Prompt” and “reasonable” shall take into account the volume of records requested; the proximity of the location where the records are stored; and the necessity for any redactions and/or legal review of the records requested. All records of the ~~Board~~ MCBDD are public unless they are specifically exempt from disclosure under Federal or State Law as provided in ORC 149.43. No documents, formats or analysis will be created to fulfill a public records request if such documents do not exist. If the office withholds,

redacts, or otherwise denies requested records, it must provide an explanation including legal authority for the denial. If the request is in writing, the explanation must also be in writing.

2. **Right of Review of Human Resources Records by Public (Collective Bargaining Agreement)**
   In the event any person, other than the employee's supervisor or other administrator or auditing/regulatory agency seeks to review the personnel file of an employee, the employee shall be notified at least three (3) working days in advance of such review. Such notice to the employee shall include the name of the person making the request and the date and time of the review. The employee shall have the right to be present at the time of the review and shall have the right to be accompanied by a representative of his/her choice. Prior to disclosure of Human Resource records to a member of the public, confidential information otherwise protected by Federal or State law shall be withheld or redacted from a copy of the record.
3. **Copying Official Records**
   Individuals who wish to obtain a copy of public records of the ~~Board~~ MCBDD may do so by complying with ~~Board~~ MCBDD policies under Chapter 3, Section 4 A, Public Records Access. The requestor may be asked to pay the current fee for the use of photocopying equipment. Those seeking public records will be charged only the actual cost of making copies. There is no charge for viewing (inspecting) public records or for documents e-mailed. Requesters may ask that documents be mailed to them. They will be charged the actual cost of the postage and mailing supplies. Prepayment of copy and/or mailing charges may be requested prior to duplication or mailing. All reproduction shall be conducted by ~~Board~~ MCBDD staff on ~~Board~~ MCBDD equipment, at the direction of Management.
4. **E-mail**
   Documents in electronic mail format are records as defined by the ORC 149.43 and 1306.01 when their content relates to the business of the office. E-mail shall be treated in the same fashion as records in other formats and shall follow the same retention schedules based on the subject matter. Records in private e-mail accounts used to conduct public business may be subject to disclosure, and all employees or representatives of the ~~Board~~ MCBDD are instructed to retain their e-mails that relate to public business (see Chapter 3, Section 4 A Public Records Access) and to copy them to their business e-mail accounts.
5. **Exclusions to Public Records**
   Specific exclusions to public records include, but are not limited to:
   a. Medical records of staff;
   b. Enrollee records;
   c. MUI reports and investigative documents;
   d. Reports and reviews of the physical, mental, and social condition of an individual with a developmental disability made by an agency providing protective services to such individuals;
   e. Reports of suspected abuse of individuals with a developmental disability;
   f. Written reports of reviews pursuant to reports of abuse and neglect of individuals with a developmental disability;
   g. Security record or infrastructure record.
      i. The ~~Board's~~ MCBDD's disclosure of a security record or infrastructure record that is necessary for construction, renovation, or remodeling work on any public building or project does not constitute public disclosure for purposes of waiving division (B) of ORC 149.433 and does not result in that record becoming a public record for purposes of ORC 149.43. (this section is not new but was moved down from the letter g. above to a separate section)

B. Individual Records

Records of individuals are maintained according to all applicable state and federal regulation including, but not limited to, HIPAA, FERPA, ORC, and Ohio Administrative Code.

1. **Access to Individual Records**
   Staff members employed by the MCBDD who participate in programs and services, or administer/manage MCBDD operations should access records of only those individuals for whom they provide direct services, excluding confidential MUI reports and related investigative documents.

2. **Records of Eligible/Ineligible Individuals**
   Records of eligible and ineligible individuals shall be retained according to OAC 5123-4-01, ~~-~~Administration and Operation of County Boards of Developmental Disabilities, ORC 5126.044 Confidentiality, Chapters 3 (Records), 5 (HIPAA), and 8 (School Services) of the MCBDD Policy Manual, and the approved Schedule of Records Retention and Disposition (RC-2).
   For enrollees placed by the LEA, confidentiality procedures shall be in accordance with the Family Educational Rights and Privacy Act (FERPA).

C. Retention

All official records of the ~~Boar~~d MCBDD
shall follow guidelines as set forth by the Ohio History Connection in the Ohio County Records Manual and the Local Government Records Handbook and the approved Schedule of Records Retention and Disposition (RC-2).

All records policies and procedures shall comply with all state rules and regulations, including ORC 149 (Documents, Reports, and Records), Chapter 1306 (Uniform Electronic Transaction Act), Ohio Administrative Code Sections 5123-4-01, ORC 149.381, and the Code of Federal Regulations 36 (CFR) B, Part 1220.

Any technology that accurately reproduces the original document is recognized as a legitimate means of record retention, under the UCC-UPA Code: Uniform Photographic Copies of Business Publications as Evidence Act. This includes any form of image processing that can capture, store, or retrieve information that is currently on paper.

D. Destruction

All official records, both public and non-public, recommended to be destroyed shall follow procedures as developed by the Medina County Records Commission and the Ohio History Connection under Chapter 149 of the ORC. Destruction of individual records shall follow procedures as outlined in policy Chapter 5, Section 9-B ~~13 C.~~ Those records which are required to be maintained permanently by the ~~Board~~ MCBDD may not be destroyed, but shall be retained in a storage status in such a manner as to preserve the integrity of the information contained therein.

E. Historical Records

The MCBDD, being proud of its history, shall retain records that are believed to have historical merit. The Superintendent shall appoint an overseer of these records.

F. Electronic Records

Records in the form of email, text messaging, instant messaging, and records entered directly into a software application are to be treated in the same fashion as records in other formats.

Public Record content transmitted to or from private account or personal devices is subject to disclosure. All employees or representatives of this office are required to retain their email records and other electronic records in accordance with applicable record retention schedules.

G. Document Imaging and Transmission of Records:

The MCBDD **does not** permit the use or acceptance of photographs of documents that are considered an MCBDD generated record. Images captured using mobile devices (e.g., photos of paperwork) are not considered secure, reliable, or acceptable for official recordkeeping purposes.

The MCBDD **does** permit use or acceptance of pictures of documents that are not considered an MCBDD generated record but are needed for service provision or coordination such as driver's license or state ID, Medicaid card, etc.

Approved Scanning Methods

All documents submitted for official purposes must be scanned using a reputable and secure scanning application that produces clear, complete, and legible digital images. Acceptable applications include, but are not limited to, Google Lens, Adobe Scan, or other approved scanning tools. Scanned documents must be properly aligned, complete, and free of distortion or missing information.

Handling of Protected Health Information (PHI)

Any employee who receives documents containing Protected Health Information (PHI) via email, text message, or other electronic means shall:

a. Promptly download and securely save the document to the appropriate location on the ~~Board's~~ MCBDD designated server or electronic records system; and
b. Ensure the document is filed within the appropriate individual or administrative record in accordance with applicable retention and confidentiality requirements.

Removal of PHI from Communication Platforms

Following secure storage of the document, employees shall immediately delete any attachments or messages containing PHI from:

a. Email inboxes and sent folders;
b. Text messages or messaging applications; and
c. Any temporary or local storage locations.

This requirement is intended to reduce the risk of unauthorized access, disclosure, or data breach.

Compliance

Failure to comply with this section may result in disciplinary action and may constitute a violation of applicable privacy laws, including, but not limited to, HIPAA.

H. Electronic Signatures

An Electronic Signature and Security Procedure will be used to facilitate the usage of electronic signatures for any and all records and documents where practicable. In order to increase efficiency in matters requiring signature authorization, the Medina County Board of Developmental Disabilities, either directly or through its authorized representatives, may require or permit a person to use an electronic signature in lieu of a handwritten signature in order to sign certain records or documents. Employees are limited to use of electronic signature technology only within the scope of their authority to sign. An electronic signature is not valid if the individual does not have the authority to sign the electronic record.

A person to whom a record or document is submitted for electronic signature shall not modify or alter the original record or document, except for the addition of that person's electronic signature and, if applicable, date/time stamp or other requested information. If errors are later found or if information must be added, only the designee will be authorized to make such changes to correct or amend the entry. If a document is modified, an addendum added or new version created of the modified finalized version or addendum to the document will be required to be signed electronically.

MCBDD must use a computer software such as DocuSign or its approved equivalent, as well as a client database software such as Brittco (case notes, ISP's, etc.) that creates a secure, computer generated time-stamp that independently records the date and time of the signature. Each record or document signed in accordance with this policy shall have attached to it a secure, audit trail that records information

pertaining to the document, its unique identifiers, identification of all user actions, the date and time of all electronic signatures, and any other information for the purpose of verifying that an electronic signature, record, or performance is that of a specific person or for detecting changes or errors in the information in an electronic record or document.

~~H~~ I. Quality Assurance - Electronic Records

Source:

The National Archives website
Ohio History Connection
ORC 149

The Principle of Availability requires that in order for records to be useful, they must be available. Public Records and/or Confidential Records maintained in digital format are easily accessible by printing or emailing the information to the requestor.
The Principle of Integrity requires records to be reasonably guaranteed as authentic and unaltered (free from any additions, deletion, or corruption). To accomplish this, a notarized Certificate of Authenticity is available upon request to the Executive Administrator/Records Custodian.

Quality Assurance Measures

The MCBDD recognizes that Quality Assurance (QA) is vital to the success of any Electronic Document Management System (EDMS). It is the goal of the MCBDD to implement Quality Assurance steps at every stage of production to ensure that source documents are appropriately prepped, scanned, and filed and to confirm that all digital images are reviewed for accuracy before source documents are destroyed or placed in ~~offsite~~ storage.

Each area that scans and electronically retains documents that meet the definition of a record in accordance with ORC 149.011 (G) and ORC 1306.01 (G), will be responsible for completing Quality Assurance Reviews and reporting on the appropriate form. Quality Assurance projects to review electronic records created prior to current QA measures will be completed and documented as needed.

~~Quality Assurance measures will be performed while a scanning project is underway, as well as immediately after scanning is complete. This Quality Assurance will be done while the original source document is still available in the event a re-scan is necessary.~~

~~File errors in the Electronic Records Management System that are noted outside of the typical QA process will be documented on the Quality Assurance Staff Error Log and submitted to the Executive Administrator/Records Custodian for tracking purposes and correction.~~

Quality Assurance records will be kept in accordance with the approved agency retention schedule.

~~Quality Assurance projects to review electronic records created prior to current QA measures will be completed and documented as needed.~~

~~**Random Sampling**~~

~~Periodic, Random Sampling QA reviews will be completed by the Records Custodian or designee. Samples are taken from multiple applications within the electronic records management software or electronic records stored on the agency server. Random Sampling QA includes, but is not limited to, the following components: image clarity, document location, and index fields. Errors found will be logged on the QA Monitoring form and corrected by the creator, when permissions allow. Random Sampling and review of the records will be increased in the event a new staff is hired to conduct scanning or there is a change in the process.~~

Reporting

All agency QA reviews of the ERMS will be documented on the appropriate, approved QA form and submitted to the Executive Administrator/Records Custodian or designee on a quarterly basis. QA review data is reported quarterly to the Assistant Superintendent ~~and the Board~~.

Migration

It is the goal of the ~~Board~~ MCBDD to ensure digital continuity (the ability to use information in the way it is needed). The MCBDD uses both TIFF (Tagged Image File Format) and PDF (Portable Document Format) for scanned images. Both TIFF and PDF formats can be viewed across most, if not all operating systems, opened through a variety of applications, and integrated into other applications.
Any future system migration will be managed as a project and will involve input and action from personnel, both internally and externally (as necessary), with the appropriate expertise. The MCBDD will ensure that any new system will allow for the migration of both TIFF and PDF formats.

Destruction

Source documents that are in accordance with the duly enacted records retention policy (RC-2) of the MCBDD and approved for destruction after scanning will be stored in the Records Department for 90 days. After the 90 days, the documents will be destroyed per agency procedure and in accordance with the approved agency RC-2. (See agency RC-2 for complete list of documents that can be destroyed after scanning.)

~~Offsite Storage~~ Permanent Retention

Source documents with a permanent retention period will not be destroyed after being scanned. These source documents will be stored ~~at the Board's offsite storage facility~~ in the Records Department at MCBDD. (See agency RC-2 for complete list of files with ~~a permanent~~permanent retention.)

5. COORDINATION OF MEDIA

The Boar~~d~~ and MCBDD recognize ~~its~~ their responsibility as a public entity to provide information and education to the public through the media regarding individuals with developmental disabilities.

Under direction of the Superintendent, the Community Relations Manager will be responsible for producing, providing and coordinating information for educating the media about the Board and MCBDD, its programs and people with developmental disabilities. The Community Relations Manager will serve as the media liaison for the Board and MCBDD ~~and Administration~~ whenever official media statements are required. This person shall be responsible for contacts with media and maintain a cooperative and positive contact with media representatives throughout the county. The Superintendent or the Community Relations Manager may determine who can best represent the Board and MCBDD to the media on a particular topic.

Exception: The Special Olympics Coordinator may make routine information, such as game statistics, available to the media without clearance from the Superintendent.

6. SOLICITATION AND INFORMATION DISTRIBUTION

A. Solicitation and Information Distribution - Outside Sources

Solicitation or distribution of information by outside sources to staff members, stakeholders, or the general public, by anyone for any purpose is prohibited on ~~Board~~ MCBDD property, through ~~Board~~ MCBDD resources, or at ~~Board~~ MCBDD activities and events, except when prior approval is obtained through the Superintendent or Superintendent Designee.

B. Solicitation and Information Distribution - Employees

Solicitation and non-agency related information distribution during working hours of employees for any purpose is prohibited at all times in all areas of ~~Board~~ MCBDD facilities and through ~~Board~~ MCBDD resources unless approved by the Superintendent or Superintendent Designee.

7. INPUT FROM THOSE SERVED

~~The Board~~ MCBDD ~~-~~recognizes the importance of involving those individuals receiving services and their families in the planning process, and believes that every opportunity should be given for individuals being served to impact the service delivery system by providing feedback to the agency. The intent is to encourage personal involvement in the development of systems and supports that promote the integration and growth of each person in the environment of their choice.

Input from those served may be solicited through a variety of means, including, but not limited to:

- the individual planning process;
- an annual assessment of facility and service needs;
- a quality assessment inventory;
- ~~the Parent Advisory Committee;~~
- parent participation on the Board of DD and other related Advisory Boards;
- an annual public forum;
- an open forum at monthly Board meetings;
- ~~the consumer/staff action committee;~~
- ~~adult services work department meetings;~~
- parent/caregiver/advocate input

8. QUALITY ENHANCEMENT (O.R.C. 5126.081 & .082)

The Medina County Board of DD shall develop a process whereby the agency continually seeks to improve its operations and programs in order to promote quality of care and quality of life for individuals with developmental disabilities. This shall be accomplished through a managed system that includes evaluation, planning, reporting, and communications/training, and shall include:

- Quality Assurance - Verifying the effectiveness and accuracy of Board operations, faithful implementation of the individual plan, program documentation, the availability of resources to meet the need for services, and health and safety practices.
  -STAKEHOLDER SATISFACTION – a qualitative measure of the performance of agency services based on the responses of stakeholders.
  -COMPLIANCE REVIEW – verifying conformance with state rules and regulations, and accreditation standards.
  ~~-PROGRAM EVALUATION – a quantitative measure of the performance of agency programs based on enrollee outcomes.~~
  -FISCAL ACCOUNTABILITY – verifying conformance with standard accounting and business practices; ensuring fiscal integrity of the agency'
- Strategic Planning - developing agency goals and objectives based on information obtained from a variety of sources.
- Information/Communication - including staff training, information and support for individuals and families served, and community education and collaboration.

The results of any program evaluations shall be made available to the Board, individuals served, parents/guardians, caregivers, providers, contract agencies, and the community.

9. SERVICES FUNDING

It is the policy of ~~the Board~~ MCBDD to authorize and fund services in the most efficient and effective manner to as many county board eligible individuals as possible, based on need. Authorization and funding of services must be driven by assessed need of the individual using the Individual Service Plan (ISP). Following basic Medicaid tenets, ~~services must be based on "individual need and medical necessity" and assure health and safety~~ services must be based on an individual's assessed needs and desired outcomes, documented in the Individual Service Plan (ISP), and provided in accordance with applicable requirements to support the individual's health and welfare.~~.~~ ~~The Board~~ MCBDD shall be the payer of last resort and must look to natural supports, alternative funding sources, private insurance, Medicaid card services, and home and ~~community based~~community-based services waivers prior to authorizing local ~~Board~~ funds. The ~~Board~~ MCBDD reserves the right of final decision on the interpretation of this policy. This policy will outline the service funding caps and the parameters under which ~~the Board~~MCBDD will pay.

A. Guidelines

~~The Board~~ MCBDD shall operate under the following guidelines:

1. To maximize local financial resources and use of Federal Medicaid dollars (home and community-based services waivers), ~~the Board~~ MCBDD will implement a locally-funded service cap to ensure the most efficient use of levy funds. A locally funded service cap allows ~~the Board~~ MCBDD to manage and comply with waiting list requirements outlined in OAC 5123-9-04 in order to effectively manage the county board's waiver waiting list (Current Needs List) to address individual needs.
   ~~The Board~~ MCBDD will authorize and fund supported living (locally funded HPC and HPC like services), any of the array of adult services (ADS) and non-medical transportation (NMT) up to the nonfederal share of the benefit limitations of the Level One Waiver cap for an adult or child, per OAC 5123-9-06.
2. Each individual eligible for county board services, whose ISP has identified a service need must:
   a. Determine if the service can be met with natural supports.
   b. Determine if the service can be met with alternative community resources.
   c. Determine if the service can be met with private insurance.
   d. Determine if the service can be met with Medicaid card services (Managed Care or Fee for Service).
   e. Determine if the needs can be met within the service funding caps outlined in this policy.
   f. Determine if the service can be met with home and community-based services waiver funding.
3. The ~~Waiving~~ Waiver Waiting List Assessment will be completed as needed to determine if a person has unmet needs and if those needs are short-term or long-term in nature.
4. If the service need can be met with Medicaid card services, the individual must apply for Medicaid and receive a denial, if not eligible, before local dollars will be authorized, unless there are extenuating circumstances. (See 3.~~10~~9.~~4~~C)
5. If the service can be met with home and community-based services waiver and a waiver is available, the individual must apply for Medicaid and receive a denial, or not meet the DD waiver Level of Care (LOC), before local dollars will be authorized, unless there are extenuating circumstances. (See 3.~~10~~9.~~4~~C)
6. If the service is short-term in nature, or if long-term, falls within the service funding caps, ~~the Board~~ MCBDD may choose to fund the need locally. However, this does not prohibit ~~the Board~~ MCBDD from requesting a person to enroll in Medicaid and on a home and community-based services waiver.

B. Refusal of Medicaid Waiver Services

If an individual refuses to apply for Medicaid or refuses to show proof of Medicaid denial, that individual shall be limited to the authorization and payment of the cost of services covered within the caps defined in this policy.

If an individual who is denied Medicaid refuses to work with the county board to develop a plan to become Medicaid eligible, if possible, that individual shall be limited to the authorization and payment of the cost of services covered within the caps defined in this policy.

The person will have the choice at this time to private pay for services over the funding cap or work towards becoming Medicaid eligible, so that the individual can use Medicaid card services or enroll on a home and community-based services waiver.

C. Extenuating Circumstances

For individuals whose service needs exceed the cap and are not Medicaid eligible and are not able to become eligible, the individual shall have the option to private pay directly to the provider for the services that exceed the cap. If the individual is unable to private pay, their case may be submitted to the Needs Committee for approval to exceed the service funding cap. Documentation of ineligibility may be required.

D. Grandfather Provision

Individuals receiving Supported Living and/or locally funded Adult Day Services and NMT services as of one day prior to the original effective date of this policy (1/1/2019), will have an individual cap equal to the services that were authorized on that date. ~~The Board~~ MCBDD reserves the right to continue to discuss the benefits of home and community-based services waivers and Medicaid eligibility with these individuals and this will occur annually at ISP meetings.

E. Fees For Services To Eligible Individuals

The Medina County Board of DD ~~(Board)~~ shall adopt a rate structure for persons who are eligible for services ~~from the Board.~~ The ~~Board~~ MCBDD shall make reasonable efforts to identify third-party payors who may be available to provide payment for services provided to individuals by the ~~Board~~ MCBDD and to collect payment from such third-party payors in accordance with the ~~Board~~ MCBDD rate structure. The ~~Board~~ MCBDD shall develop procedures for implementing this policy.

The process of identifying third-party payors is subject to rules promulgated by DODD pursuant to ORC 5126.045. In the event that DODD adopts rules under ORC 5126.045 and any part of this policy is inconsistent with such rules, the provisions of such rules shall apply.

This policy is effective retroactive to January 1, 2004.

F. Fees from Third Party Payors

Except as stated in this policy, the ~~Board~~ MCBDD shall make reasonable efforts to identify third-party payors who may be available to provide payment for services provided to individuals by the Board and to collect payment from such third-party payors in accordance with ~~Board~~ MCBDD rate structure.

G. Rate Structure

The ~~Board~~ MCBDD rate structure shall be used for billing third-party payors which provide coverage to individuals or families receiving services from the Medina County Board of DD.

H. Determination Of Available Third Party Payors

Determinations of third-party payors, which may be available for coverage of services provided by the Medina County Board of DD, shall be made at the time of initial enrollment and repeated at least once per year thereafter through the annual parent/guardian mailing and/or annual ISP meetings. If an individual is currently enrolled and third-party payor information was not previously obtained, the family shall be contacted ~~by letter~~ for the information.

All individuals or their families shall be instructed to notify the ~~Board~~ MCBDD of any change in such third-party payors.

I. Reasonable Efforts to Seek Reimbursement

The Medina County Board of DD will be deemed to have made reasonable efforts to seek reimbursement if the ~~Board~~ MCBDD submits claims to third-party payors identified as available to the individual in accordance with procedures adopted by such payors. If the claim is denied, an appeal is not required if the ~~Board~~ MCBDD determines that there is no reasonable likelihood of success if an appeal were to be filed.

10. BRING YOUR OWN DEVICE

This policy applies to all personally owned mobile devices which are configured to connect to the Network and to access resources therein. The employee, through meeting eligibility requirements, must follow the requirements listed below in exchange for access to MCBDD network resources. It is important that the obligations and consequences of this arrangement are understood. A signature is required on the last page of this policy confirming that it has been read and understood. These obligations include, but are not limited to:

- Employee(s) will hold MCBDD harmless (not liable) for any damage to personal mobile computing or telecommunications devices, regardless of its use for MCBDD or personal business at the time the damage occurred.
- Employee(s) must agree to allow Information Technology (I.T) to load manageability software on personally owned devices.
- Acceptance that a personal device may be remotely wiped (i.e., erasing all data and applications) by the MCBDD if it is deemed to pose a security risk.
- Devices lost, stolen or damaged must be immediately reported to the employee's immediate supervisor and to the I.T. Department.
- Understanding that the employee is solely responsible for backing up any personal content on the device.
- Agreement from the employee that the device will be kept updated and in good working order and password protected.
- Acknowledgement that the MCBDD will in no way be responsible for lost or stolen personal devices.
- The decision to be eligible to use a personally owned mobile device for MCBDD business will be based on a documented business need and appropriate management approval.
- Reimbursement of expenses incurred by authorized users will follow MCBDD purchasing guidelines.

Reimbursement Guidelines:

- Expenses incurred with the use of a personal device will not be reimbursed by the MCBDD. Applications needing purchased for business related use can be submitted for reimbursement following the purchasing policy. Applications will be approved for reimbursement based on business need.

E-Discovery:

In the unlikely event the MCBDD needs access to the device for e-discovery purposes; the employee is obliged to hand over the device along with the necessary passcodes. It is up to the end user to back up personal applications and other data prior to this event.

Failure to comply:

Employees failing to comply with this policy may be subject to loss of access to the Network and all MCBDD resources contained on the network through a mobile device. Access can be terminated and all agency data wiped from the device. Employees failing to comply with this policy may be subject to disciplinary action up to, and including termination according to MCBDD's disciplinary guidelines. All

Department Heads and management staff are responsible for enforcing this policy. All suspected violations of this policy will be reported immediately.

By accepting the MCBDD Network access privileges, users waive any and all rights of privacy in connection with their usage including, but not limited to, protections provided by the Federal Wiretaps Act of 1968 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. § 2510-2520. All such information, content, and files shall be and remain the property of the MCBDD and users should not have any expectation of privacy regarding those materials.

MCBDD will establish procedures to establish general security/ safety of mobile devices and user responsibilities. Procedures will include termination of privileges and deletion of data on personal device.

11. COMPUTER AND INFORMATION SYSTEM USAGE

A. General Computer Usage

1. MCBDD computers and information systems are the property of Medina County. They may be used only for explicitly authorized purposes. MCBDD reserves the right to examine all data stored in or transmitted by their computers and systems. Without notice, MCBDD and authorized Medina County supervisors may enter, search, monitor, track, copy, and retrieve any type of electronic file of any employee or contractor. These actions may be taken for business-purpose inquiries including but not limited to theft investigation, unauthorized disclosure of confidential business or proprietary information, excessive personal use of the system, or monitoring work flow and employee productivity.
2. Personnel have no rights to privacy with regard to the Internet and e-mail. Authorized designees (as referenced above) may access any files stored on, accessed via, or deleted from computers and information systems. When necessary, Internet and e-mail usage patterns may be examined for work-related purposes, including situations where there is a need to investigate possible misconduct and to assure that these resources are devoted to maintaining the highest levels of productivity. MCBDD has the authority and ability to monitor Internet sites contacted, e-mail usage at its own discretion or at the request of management.
3. All software installed on any MCBDD computer must be licensed to MCBDD. No MCBDD employee may install, uninstall, or reconfigure any software or hardware owned by the county without prior authorization by MCBDD.
4. Audits: To verify legal ownership, the Board will rely on the Network Administrator to audit software licenses. MCBDD will be permitted to perform an audit at any time and will have full access to all of the computer equipment in possession of the Board for the purposes of conducting said audits. MCBDD will develop an audit procedure.
5. MCBDD will establish procedure to include allowable uses of computer for business uses only as well as prohibited uses of computer and information systems.

B. Use of E-Mail

1. All employees will use “Outlook” for e-mail purposes and are not permitted to access non-board e-mail accounts from MCBDD computers. MCBDD will develop procedures to establish appropriate use of e-mail. All electronic data may be accessed at any time by MCBDD or management for legal and business purposes.

C. Use of the Internet

1. The internet is to be used for work-related purposes. MCBDD will permit personal use of the internet with reasonable restrictions as to the amount of time devoted to personal usage and sites visited provided such use does not adversely affect business or productivity. Incidental/occasional use is to be done while on lunch break. This privilege may be revoked at any time.
2. MCBDD has the right and may filter and deny users Internet access to sites considered inappropriate. Although not all-inclusive, examples of inappropriate sites that may be filtered are those depicting violence/profanity, partial or full nudity, sexual activity, gross depictions, intolerance, satanic/cult images, militant/extremist images, questionable/illegal activities, and gambling activities. There is no expectation for privacy for an employee's use of the Internet and others can view this activity at any time.

D. Securing computer equipment and electronic data:

1. MCBDD employees who are responsible for or are assigned portable computer equipment and electronic media (i.e., laptops, flash memory devices, external hard drives, DVD's, CD's, iPad's, etc.) shall secure those items in the office and when not in the office. If an employee loses a piece of equipment or it is stolen, he/she is required to immediately notify his/her supervisor and the Network Administrator.
2. Failure to properly secure portable computer equipment and electronic data is subject to disciplinary action according to MCBDD disciplinary guidelines, and may include a requirement that the employee who fails to secure said equipment and/or data be responsible for the cost of replacement.
3. Safeguards shall be taken in public or common areas to avoid unauthorized viewing of sensitive or confidential data.

E. Failure to comply:

Employees failing to comply with this policy may be subject to disciplinary action up to, and including termination according to MCBDD's disciplinary guidelines. All Department Heads and management staff are responsible for enforcing this policy. All suspected violations of this policy will be reported immediately.
MCBDD will establish procedures including securing computer equipment, physical security of equipment, password development and protection standards and maintenance of systems.

12. AGENCY MOBI~~B~~LE DEVICE

This policy applies to all agency mobile devices which are configured to connect to the Network and to access resources therein. The employee must follow the requirements listed below in exchange for access to MCBDD network resources. It is important that the obligations and consequences of this arrangement are understood. A signature is required on the last page of this policy confirming that it has been read and understood. These obligations include, but are not limited to:

- The Information Technologies Department will load manageability software on devices.
- Acceptance that a device may be remotely wiped (i.e., erasing all data and applications) by the MCBDD if it is deemed to pose a security risk. Knowing this, personal data of any kind should not be kept on the device.
- Devices lost, stolen or damaged must be immediately reported to the employee's supervisor and the I.T. Department.
- Devices lost, stolen or damaged due to negligence by the employee will be paid for at replacement cost by the employee.
- The decision to be eligible to use a mobile device for MCBDD business will be based on a documented business need and appropriate management approval.
- Reimbursement of expenses incurred by authorized users will follow MCBDD purchasing guidelines.

Reimbursement Guidelines:

Expenses incurred with the use of a device will not be reimbursed by the MCBDD. Applications needing purchased for ~~business related~~business-related use can be submitted for reimbursement following the purchasing policy. Applications will be approved for reimbursement based on business need.

E-Discovery:

In the unlikely event the MCBDD needs access to the device for e-discovery purposes; the employee is obliged to hand over the device along with the necessary pass codes.

Failure to Comply:

Employees failing to comply with this policy may be subject to loss of access to the Network and all MCBDD resources contained on the network through a mobile device. Access can be terminated and all agency data wiped from the device. Employees failing to comply with this policy may be subject to disciplinary action up to, and including termination according to MCBDD's disciplinary guidelines. All

Department Heads and management staff are responsible for enforcing this policy. All suspected violations of this policy will be reported immediately.

By accepting the MCBDD Network access privileges, users waive any and all rights of privacy in connection with their usage including, but not limited to, protections provided by the Federal Wiretaps Act of 1968 and the Electronic Communications Privacy Act of 1986, 18 U.S.C. § 2510-2520. All such information, content, and files shall be and remain the property of the MCBDD and users should not have any expectation of privacy regarding those materials.
MCBDD will establish procedures to establish general security/ safety of mobile devices and user responsibilities. Procedures will include termination of privileges and deletion of data on agency device.

13. FEDERAL FUNDING PROGRAMS

A. FEDERAL FUNDING REQUIREMENTS

The ~~Board~~ MCBDD fully complies with all federal, state and local guidelines pertaining to all grants. These areas include but are not limited to cash management, determining allowable costs, procurement by competitive proposals and time and effort.

1. **Financial Management**

Per 2 CFR Part 200.302, the county board will expend and account for Federal awards in accordance with state laws and procedures for expending and accounting for the ~~states~~state's own funds. In ~~addition~~addition, the financial management system includes records documenting compliance with Federal statutes, regulations and the terms and conditions of the Federal award that are sufficient to permit the preparation of reports required by general and program specific terms and conditions and the tracing of funds to a level of expenditure adequate to establish that such funds have been used in accordance to the Federal statutes, regulations and terms and conditions of the Federal Award.

The financial management systems provide for the following:

- Identification in its accounts of all Federal awards received and expended and the Federal programs for which they were received.
- Accurate, current and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements for Federal programs.
- ~~Accurate, current and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements for Federal programs.~~
- Records that identify adequately the source and application of funds for federally-funded activities.
- Effective control over, and accountability for, all funds, property and other assets.
- Comparison of expenditures with budget amounts for each Federal award.
- Written procedures to implement the requirements for payments.
- Written procedures for determining the allowability of costs in accordance with Subpart E Cost Principles.
- Compliance with §200.305 regarding payments.

2. **Determination of Allowable Cost**

All Federal program guidelines are followed to determine allowable cost associated with the Federal grant and when necessary, support is sought by the pass-thru entity to ensure compliance is achieved.

3. **Procurement by Competitive Proposal**

The MCBDD procures materials and equipment under the competitive bidding process when state bidding thresholds are anticipated to be exceeded. All federal and state requirements are followed as part of this process under ORC 307.86, ORC 307.861 and §200.320 of the Uniform Guidance.

4. **Time and Effort**

The MCBDD ensures that compensation for personal services includes all remuneration, paid currently or accrued for services of employees, rendered during the period of performance under the Federal award, including but not necessarily limited to wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in §200.431 Compensation – Fringe Benefits. Cost of compensation ~~are~~is allowable to the extent that they satisfy the specific requirements of §200.430 and §200.431.

B. TITLE XX

1. It shall be the policy of the MCBDD, ~~hereinafter referred to as the MCBDD~~, to participate in the Title XX federal assistance program through a contract/grant agreement with the Ohio Department of Developmental Disabilities (ODODD). The MCBDD agrees to the terms and conditions set forth in the contract/grant agreement and in the attachments that are deemed to be part of the contract/grant agreement. [OAC 5123-4-01].
2. The ~~Board~~ MCBDD shall be designated as the provider of all programs, services, and/or supports written in the individual family service plan (IFSP) for all enrollees for whom the Board intends to receive Title XX reimbursement. MCBDD provides Specialized Services for DD – Early Intervention (702.01) as established in the Title XX Services Profile, without regard to income, effective October 1st through September 30th annually.
3. Administration of this contract/grant agreement and the attachments shall include compliance documentation and billing for grant funds. Services will be documented daily for each recipient showing the billing unit and number of units provided daily for the services on the approved county profile and fee schedule (Addendum A~~1 and Addendum A2~~). The billing log will be maintained locally as backup to the quarterly billing process. Billing will be completed according to required online format and dates as per [OAC 5123-4-01]
4. Determination for eligibility for participation in the Title XX federal assistance program will coincide with eligibility for the MCBDD and based on eligibility for county board services per 5123-4-01of the Administrative Code. These services will be provided to eligible individuals without regard to income and/or resources. Re-determination of eligibility will be completed at the annual program plan review for each participant. This process will include review of MCBDD services and benefits for participation in the Title XX services according to the service plan.
5. ~~-~~The Board shall adhere to the proper reporting, billing, and documentation criteria as outlined in the Title XX contract, its assurances, and attachments. Rates for services reimbursed are based on the standard fee schedule established by the Ohio Department of Developmental Disabilities as listed in Addendum A~~2~~ of the Title XX grant.

The Board shall maintain in each consumer's current file a copy of the most recent individual family service plan that substantiates the provision of Title XX services.

All records that support claims for Title XX reimbursement shall be made available for any partial or full needs review within a reasonable time following request from the auditing or reviewing authority. Title XX services and the current ~~application~~ Certification for Proper Billing (DMR 1014-2) for eligibility determination/redetermination shall be reviewed annually, or when an individual's service plan is revised, in order to determine the frequency of redetermination, based upon the service plan. ~~Effective October 1, 2014, the application for eligibility will no longer be used. Instead, the new~~The Certification for Proper Billing (DMR 1014-2) will be completed by the Business Office for each eligible Title XX recipient as their Individual Family Service Plans are revised or renewed. The DMR 1014-2 will be ~~fully~~ utilized ~~no later than September 30, 2015,~~ for all Title XX recipients. ~~The DMR 1014-2 will only be reviewed again once a participant is no longer eligible for Title XX services with the reason noted on this form.~~

C. TARGETED CASE MANAGEMENT

Documentation of services provided to individuals served by the Board of Developmental Disabilities shall be documented utilizing the Targeted Case Management model. Documentation shall be entered into the client database software system as services are provided. On a monthly basis the services are batched and processed by the Business Office.

All employees who are responsible for documentation in this format shall adhere to Federal Efficiency Standards and local efficiency standards with respect to documentation requirements and proficiency.

D. ~~ADULT DAY ARRAY, COMMUNITY EMPLOYMENT AND~~ NON-MEDICAL TRANSPORTATION

~~MCBDD is no longer a direct service provider for adult day array services and community employment services but can provide this service as a provider of last resort, if necessary. In this situation, the MCBDD shall seek reimbursement from the waiver in the form of adult day array reimbursement.~~

MCBDD is no longer a direct service provider for non-medical transportation services but can provide this service as ~~a~~ provider of ~~last resort, if necessary~~ record for the Medina County Public Transit. In this situation, the MCBDD shall seek reimbursement from the waiver in the form of non-medical transportation reimbursement.

The MCBDD will adhere to all stipulations put forth in ~~5123-9-14, 5123-9-15, 5123-9-16, 5123-9-17~~ , 5123-9-18 ~~and 5123-9-19~~ of the Ohio Administrative Code.

Documentation of these services will be completed in accordance with ~~5123-9-14, 5123-9-15, 5123-9-165123-9-17~~ , 5123-9-18 and ~~5123-9-19~~ of the Ohio Administrative Code.

E. MEDICAID ADMINISTRATIVE CLAIMING

Through the Medicaid Administrative Claiming program (MAC), the MCBDD can be reimbursed in part for activities that assist individuals served in enrolling in Medicaid and in accessing Medicaid covered services. Medicaid covered services assist in contributing to the elimination of disparities facing individuals served and can improve the overall health of a population.

All employees involved with the program are to adhere to the guidelines set forth in the Medicaid Administrative Claiming manual.

14. ABUSE PREVENTION

SOURCE:

MCBDD Policy 4.6.3 and 4.6.9,
MUI Rule 5123-17-02,
OAC 5123:2-2-01,
OAC 5123:2-2-02(E),
OAC 5123:2-2-02,
MCBDD Code of Conduct

DEFINITIONS

Staff: Any individual who is employed by the Medina County Board of Developmental Disabilities.

Mandated Reporter: Refers to all staff and volunteers at the Medina County Board of Developmental Disabilities, but not a person receiving services. Staff are mandated for both on or off duty.

Policy Guidelines

Personnel Screening and Selection

Screening and hiring procedures provide safeguards to eliminate from consideration any candidate who demonstrates behavior that indicates a high risk for violating this policy.

In accordance with ~~Board~~ MCBDD Policy 4.6.3 and OAC 5123:2-2-01, all applicants under consideration for employment with the ~~Board~~ MCBDD must complete a criminal records check through the bureau of criminal identification and investigation (BCII), which demonstrates that he/she has not been convicted of or plead guilty to any disqualifying offenses listed in OAC 5123:2-2-02(E).

If the applicant cannot present proof that he/she has been a resident of Ohio for the five-year period immediately prior to the date of the background investigation, ~~the Board~~ MCBDD ~~-~~ shall also obtain information regarding his/her criminal records from the federal bureau of investigation.

Also in accordance to ~~Board~~ MCBDD Policy 4.6.9 and OAC 5123:2-2-02, the following databases will be checked as well:

- Office of Inspector General
- Ohio Abuser Registry
- Nurse Aide Registry
- Sex Offender Registry
- U.S. General Services
- Department of Rehabilitations and Corrections

Policy Elements

The outcome of the combined collaborative efforts of stakeholders who are vested in reducing the risk and incidents of abuse for people with developmental disabilities should cover multiple areas including:

- Abuse Awareness
- Reduction
- Prevention
- Advocacy
- Protection
- Prosecution
- Resiliency/Recovery

Training/Education

Abuse prevention training is provided to ensure that staff understand what constitutes abuse, signs and symptoms of abuse, and their responsibilities to protect people receiving services from abuse and neglect.

Staff receive training on the State of Ohio's reporting requirements and retaliation protections prior to allowing a new hire to provide care to people receiving services and annually thereafter.

Staff receive training on the ~~Board's~~ MCBDD Code of Conduct of people with developmental disabilities. ~~The Board~~ MCBDD shall ensure staff sign the Code of Conduct when they are hired and on an annual basis.

Staff receive training on IEP/IFSP's ~~/ISP's~~ that delineate how to interact with an individual based on the individuals strengths and needs including any required training on positive support strategies.

Pattern and trend analysis will be used to guide education and training in establishing best practice in abuse prevention.

Interactions and Conduct

Staff shall exercise safe, responsible, and respectful behavior in their interactions with people receiving services. The agency culture modeled by all levels of management reinforces the Code of Conduct.

Reporting Requirements and Process

Mandated reporters will report incidents per OAC MUI Rule 5123-17-02 and agency procedure #725 Reporting and Handling of UI/ MUI.

Environmental Safeguards

The design and use of the setting is evaluated by administration for its protective features and modified to improve prevention of abuse and neglect as needed. Setting is physically accessible to the individuals served. (See accessibility plan of the MCBDD which is reviewed annually).

REVISIONS:
3.5 Coordination of Media: Approved 12/15/14
3.9 Title XX: Approved 12/15/14 (Revised)
3.11 Bring Your Own Device: Approved 9/28/15 (New)
3.12 Computer and Information System Usage: Approved 9/28/15 (New)
3.13 Agency Mobile Device: Approved 9/28/15 (New)
3.4.7 Records: Approved 10/19/15 (Revised)
3.9-3.9.3 Title XX: Approved 1/22/18 (Delete)
3.14 Federal Funding Programs (New) Approved 1/22/18
Chapter 3.4 Records is being updated overall due to best practice recommendations from the Ohio Attorney General's Office. New number for Chapter 3. 4.2 due to relocation of this section to a more appropriate location.
(Approved April 23, 2018)
3.2.4 Responsibility for Fees: Approved 9/24/18 (Revision)
3.10 Services Funding: Approved 12/10/18 (Revised)
3.2.5 Agency Credit Cards (includes gas cards): Approved 1/28/19 (Updated)
3.2.6 Agency Procurement Cards: Approved 1/28/19 (Updated)
3.15 Abuse Prevention: Approved 6/24/19 (New)
3.10 Service Funding: Approved 9/28/20 (Revised)
New Policy Format Approved by Board: 10/26/20
Section 2 F – Agency Credit Cards: Approved by Board 12/14/20 (Revised)
Section 5 – Coordination of Media: Approved by Board 12/14/20 (Revised)
Section 3 – Gifts, Donations and Fund Raising: Approved by Board 02/22/21 (Revised)
Section 4 F – Quality Assurance-Electronic Records: Approved by Board 02/22/21 (New)
Section 13 – Title XX: Approved by Board 02/22/21 (Revised)
Section 4-Records: Approved by Board 6/28/21 (Revised)
Section 2 F-Business Operations/Agency Credit Cards: Approved by Board 2/28/22 (Revised)
Section 2 H-Business Operations/Meal Reimbursement: Approved by Board 2/28/22 (Revised)
Section 7-Input from Those Served: Approved by Board 2/28/22 (Revised)
Section 9-Service Funding: Approved by Board 2/28/22 (Revised)
Section 2-Business Operations/ G-Agency Procurment Cards: Approved by Board 9/26/22 (Revised)
Section 2-Business Operations/ F-Agency Credit Cards: Approved by Board 4/24/23 (Revised)
Section 2-Business Operations/ I-Cash Balance: Approved by Board 4/24/23 (New)
Section 2, F-Agency Credit Cards: Approved by Board 7/24/23 (Revised)
Section 4, G-Quality Assurance: Approved by Board 7/24/23 (Revised)
Section 5-Coordination of Media: Approved by Board 7/24/23 (Revised)
Section 6, A-D-Solicitation: Approved by Board 7/24/23 (Revised)
Section 9, A—Service Funding: Approved by Board 7/24/23 (Revised)
Section 13, C-D-Federal Funding: Approved by Board 7/24/23 (Revised)
Section 4 G – Electronic Signatures: Approved by Board 10/23/23 (New Section)
Section 4 H – Quality Assurance/Elec. Records: Approved 10/23/23 (Re-numbered due to new section above)
Section 4 A – New Section/Electronic Participation: Approved 11/13/23
Section 4 B-E – Relabeled due to new section listed above: Approved 11/13/23
Section 2 F – Agency Credit Cards: Approved by Board 01/22/24 (Revised)
Section 2 H – Meal Reimbursement: Approved by Board 01/22/24 (Revised)
Section 13 Federal Funding Programs: D, E, F: Approved by Board 06/23/25 (Revised)
Section 2 F – Agency Credit Cards: Approved by Board 09/28/26 (Revised)

Chapter 4 – PERSONNEL

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40. WORKER'S COMPENSATION BENEFITS

1. ADMINISTRATION

The Superintendent, and/or his/her designee, is responsible for the organization and administration of ~~MCBDD's~~ the Medina County Board of Developmental Disabilities' (MCBDD) Human Resources Department, the functions of that department, and the management of all required record-keeping processes within the department.

A. Human Resource Development

~~The Medina County Board of DD~~ MCBDD is committed to the recruitment, management, development, and retention of appropriate qualified personnel to meet the needs of individuals served through Board programs and services. MCBDD shall follow those rules and regulations as outlined in Federal law, the Ohio Revised Code, and the Ohio Administrative Code, as well as any contract stipulations as agreed to through collective bargaining, which pertain to the hiring, certification, background verification, and establishment of pay scales and benefits for staff. MCBDD further commits to promoting staff growth and development as a means of improving programs and services.

2. NON-DISCRIMINATION IN EMPLOYMENT

MCBDD is an equal opportunity employer and shall not take any action regarding employment that is discriminatory on the basis of race, color, national origin, religion, age, sex, sexual orientation, gender identity, gender expression, or disability as regards hiring, rate of pay, promotion, layoff, rehiring, termination or employment benefits and opportunities. Employment policies, practices and procedures will be based on essential job-related standards of ability, experience, education, training, past performance and other relevant factors affecting performance for the position in question.

3. HUMAN RESOURCES RECORDS

Human Resources records shall be maintained according to OAC 5123-4-01 and provisions of the collective bargaining agreements, where applicable. Separate medical files shall be maintained in accordance with OAC 3349-7-05 and 123:1-1-02 and shall contain confidential information relating to medical certification, history, examination, treatment, or documentation of condition according to the approved Schedule of Records Retention and Disposition (RC-2).

Dissemination of personnel information shall be in accordance with Section 1347.01 of the Ohio Revised Code, Section 5123-4-01 of the Ohio Administrative Code and provisions of the collective bargaining agreement, where applicable.

A. Maintenance of Files

All personnel records shall be kept up to date and on file for reference at all times. Individual staff members are responsible for supplying current information to the Human Resource department on items such as transcripts, certificates, licenses, criminal charges, required medical records, changes in certification/licensure status, changes in name, address, telephone number, marital status, emergency contact, withholding information for tax purposes, certification, educational level, citizenship, or association with any government military service organization.

B. Right of Review

Employees shall have the right, upon request to the Superintendent or designee, to inspect his/her personnel file. A request to inspect a personnel file will be granted as soon as practicable and in no event more than two (2) work days after the request was made unless otherwise agreed to between the Employee and the Superintendent or designee. The Employee may have a representative available during the review.

Employees shall have the opportunity to reply to such written material in a written statement which shall be attached to and become a part of his/her personnel file.

In the event any person, other than the employee's supervisor or other administrator, or auditing/ regulatory agency seeks to review the personnel file of an employee, the employee shall be notified of such request. All provisions of the current collective bargaining agreement regarding individuals other than the Employee reviewing personnel files shall be adhered to, if applicable. No information may be physically removed from a personnel file. Upon request, Employees shall be given a copy of materials placed in his/her file. The Employer has the right to charge a fee for copies consistent with the acceptable agency rate.

C. Separate Confidential Records

MCBDD shall maintain separate, confidential records for each staff member. Confidential records developed by MCBDD are not public records for purposes of ORC Section 149.40 and shall not be made available to any other person unless specified by policy under the law. Confidential records of all employees shall remain confidential, except where disclosure is necessary for the administration of this Policy or mandated by law.

1. **Reports**

Nothing herein shall prevent the use and dissemination of general impersonal statistical and demographic information located in and pertaining to personnel records, for administrative purposes.

2. **Criminal Records**

In accordance with Section 5123-2-02 of the Ohio Administrative Code, MCBDD shall conduct a criminal record check on all applicants for Board employment. Any report obtained pursuant to this rule is not a public record for purposes of section **149.43** of the Revised Code and shall not be made available to any person other than:

- The applicant, employee, or candidate who is the subject of the report or the applicant's, employee's, or candidate's representative;
- The responsible entity that requested the report or its representative;
- The department if a county board, agency provider, or subcontractor is the responsible entity that requested the report and the department requests the responsible entity to provide a copy of the report to the department;
- A county board if an agency provider or subcontractor is the responsible entity that requested the report and the county board requests the responsible entity to provide a copy of the report to the county board; or
- A court, hearing officer, or other necessary person involved in a case dealing with the denial of employment to the applicant or employee; the denial, suspension, or revocation of certification issued under section **5123.166** or **5123.45** of the Revised Code; or a civil or criminal action regarding the Medicaid program or a program the department administers.

For purposes of this rule, reports from the bureau of criminal identification and investigation or any other state or federal agency regarding a person's criminal record and records supplied by the bureau of motor vehicles regarding a person's record of convictions for violations of motor vehicle laws are valid for a period of one year from the date of the report.

4. JOB DESCRIPTIONS

The Superintendent or designee will maintain up-to-date job descriptions for each active employment position that accurately describe the Essential functions of the job, requirements for certification, registration or license, civil service classification, and title as established by the department of administrative services, if applicable, unless there is a collective bargaining agreement to the contrary.

5. APPOINTMENT OF PERSONNEL

A. Responsibilities (ORC 5126.05 (A)(7))

The Board shall authorize or create those positions it deems necessary to carry out the functions required by MCBDD. The Superintendent appoints employees to positions authorized by the Board. Board approval is required for employment contracts with management employees where the term of the contract exceeds one year.

B. Civil Service

Unless specifically exempted, employees are covered by the provision of the classified civil service. Subject to the exception in section Chapter 4 Section 5A above regarding management employees, the Superintendent is responsible for appointing employees and taking all other necessary personnel actions.

C. Qualifications

All professional and registered service employees are appointed by the Superintendent on the basis of the candidate's qualifications as determined by the Superintendent and applicable rules and regulations that govern Board operations and licensure/certification requirements.

D. Nepotism

Members of the immediate families of current Board members of the ~~Medina County Board of DD~~ MCBDD or immediate families of Commissioners of Medina County may not be hired to be employees of MCBDD.

No person shall occupy any position in which he/she could directly supervise or otherwise influence a decision in favor of or against another member of his/her immediate family.

If two employees marry which results in a situation where one would directly supervise or could otherwise influence any decisions in favor of or against another member of his/her immediate family, the Superintendent may reassign either one to a different job. No employee shall be reassigned if reassignment would result in reduction in pay or benefits. However, if no alternative employment is available, the employee may be asked to resign or accept a position of lesser pay and/or benefits.

As used in this section, "immediate family" means parents, brothers, sisters, spouses, sons, daughters, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.

E. Persons Not Eligible for Employment

Except as provided in Division (C) of section 5126.033 of the Ohio Revised Code, none of the following individuals may be employed by the ~~Medina County Board of DD:~~ MCBDD:

(1) An employee of an agency contracting with MCBDD;

(2) An immediate family member of an employee of an agency contracting with MCBDD, unless the Board adopts a resolution authorizing the immediate family member's employment with MCBDD or the employment is consistent with a policy adopted by the Board establishing parameters for such employment, and the policy is consistent with Ohio Revised Code Chapter 102. and sections 2921.42, 2921.421, and 2921.43;

(3) An individual with an immediate family member who serves as a Medina County Commissioner;

(4) An individual who is employed by, has an ownership interest in, performs or provides administrative duties for, or is a member of the governing board of an entity that provides specialized services, regardless of whether the entity contracts with MCBDD to provide specialized services.

6. CREDENTIALS, CRIMINAL RECORD, AND BACKGROUND INFORMATION VERIFICATION

MCBDD shall conduct an initial background check in order to verify information to determine the fitness and competency of all applicants for Board employment. Each prospective employee shall be informed by the Human Resources Office that a background check will be routinely conducted within the application process. All information gathered during the course of the background check shall become part of the individual's personnel record and shall be maintained in accordance with Board policy, rules and regulations.

A. Verification Process

The Human Resources Office may use data gathered from the following sources to verify background information:

1. application
2. reference checks (professional & personal)
3. official academic transcripts
4. original licenses, certificates, registrations, diplomas, etc.
5. criminal records check
6. a set of fingerprint impressions
7. B.M.V. driver's abstract
8. applicable military or government records

B. Release of Information

All information contained in a criminal records check shall be considered confidential according to provisions found under Section 4.3 of the Policy Manual and Section 5123-2-02 of the Ohio Administrative Code. Applicants may be requested to sign an authorization for release of information for records from all sources necessary to verify information. The Superintendent shall ensure that the applicant is provided with a copy of all reports that are received under this policy, and that a copy is submitted to DODD, according to OAC 5123-2-02.

C. Criminal Records Check (OAC 5123-2-02)

In accordance with OAC 5123-2-02**,** all applicants under consideration for employment with MCBDD must complete a criminal records check through the bureau of criminal identification and investigation (BCII), which demonstrates that he/she has not been convicted of or plead guilty to any disqualifying offenses listed in OAC 5123-2-02 If the applicant cannot present proof that he/she has been a resident of Ohio for the five-year period immediately prior to the date of the background investigation, MCBDD shall also obtain information regarding his/her criminal records from the federal bureau of investigation. For purposes of this paragraph, an applicant may provide proof of Ohio residency by presenting, with a notarized statement asserting that he or she has been a resident of Ohio for that five-year period, a valid driver's license, notification of registration as an elector, a copy of an officially filed federal or state tax form identifying the applicant's permanent residence, or any other document the responsible entity considers acceptable. A BCII report shall be considered current if it is not more than one (1) year old. All employees of MCBDD will automatically be enrolled in the Retained Applicant Fingerprint Database (Rapback program). In the case that MCBDD is notified by the Bureau of Criminal Identification and Investigation that an employee cannot be enrolled in the Rapback program, MCBDD shall, at a frequency of no less than once every five years, request the Bureau of Criminal Identification and Investigation to conduct a criminal records check of the employee. ~~At least once every five (5) years, the Board will complete a criminal record check through the bureau of criminal identification and investigation (BCII) for each employee employed as a Superintendent or in a direct services position~~. The background check must demonstrate that he/she has not been convicted of or plead guilty to any disqualifying offenses listed in OAC 5123-2-02. Each contracting entity of MCBDD providing specialized services to individuals with developmental disabilities pursuant to a contract with MCBDD shall request that the BCII conduct criminal background checks for each applicant for employment with the contracting entity in a position in which the applicant would have physical contact with, the opportunity to be alone with, or exercise supervision or control over individuals with developmental disabilities. Contracting agencies shall be required to conduct their background checks in the same manner as is required for Board Employees. Prior to employment, all applicants must submit a statement ~~an affidavit~~ to MCBDD with the applicant's signature attesting that he or she has not been convicted of or pleaded guilty to a disqualifying offense listed in OAC 5123-2-02. An applicant or employee shall disclose to MCBDD a conviction for any offense that has been sealed. Applicants will be required to sign an agreement under which the applicant agrees to notify MCBDD within fourteen calendar days if, while employed by the responsible entity, the applicant is formally charged

with, is convicted of, or pleads guilty to a disqualifying offense. The agreement shall provide that failure to make the notification may result in termination of the applicant's employment.

When a criminal records check indicates a conviction or guilty plea which has a bearing on initial or continued employment, the results of the report shall be reviewed with the individual. Should the report reveal that the person falsified or withheld criminal information from his initial application, employment may be terminated, according to collective bargaining agreements where applicable, or consideration for employment withdrawn.

The applicant may not be hired, or employment may be terminated, according to collective bargaining agreements where applicable, if any part of the background check discloses information that makes the individual ineligible for employment in accordance with OAC 5123-2-02.

If any applicant, upon request, fails to provide the information necessary to complete any application forms or fails to provide impressions of his/her fingerprints, that individual shall not be employed by MCBDD.

D. Driver's Abstract

The Human Resources Specialist shall request that the Bureau of Motor Vehicles provide an abstract regarding the record of convictions for violations of motor vehicle laws of each applicant for employment with MCBDD who may be required to transport enrollees or to operate MCBDD's vehicles for any other purpose. A person having six (6) or more points on his or her driving record is prohibited from transporting individuals. Employees are to notify their immediate supervisor and Human Resources within twenty-four (24) hours of receiving a citation.

E. Initial Employment

MCBDD may employ an applicant for up to sixty (60) days pending receipt of criminal background checks requested under this section. MCBDD shall terminate employment of any such applicant if the reports are not received prior to the expiration of the sixty-day period, even though subsequent reports may show negative findings.

F. Professional Credentials

An applicant shall submit a record of academic and professional credentials, including official grade transcripts, in order to verify background information provided during the application process. If it is determined that the applicant has falsified any academic, licensure, certification credentials, or any portion of the application or interview process, the individual may be denied employment. If such determination is made subsequent to hire, an employee may be subject to termination, according to collective bargaining agreements where applicable.

G. Individuals Employed by Contracting Agencies

Each agency with which MCBDD contracts for the provision of services to individuals with developmental disabilities shall conduct background investigations of all persons who are under final consideration for employment with the agency in a position that involves providing services directly to such individuals. The background investigations shall be conducted in a manner consistent with that required of county boards under OAC 5123-2-02**.** On request, MCBDD shall assist an agency with which it contracts in obtaining reports from the Bureau of Criminal Identification and Investigation or any other federal or state agency and in obtaining abstracts from the Bureau of Motor Vehicles. MCBDD may take appropriate action against any contracting agency that violates this policy, including termination of the contract.

H. Limited Contract Providers

Background investigations and other procedures to verify criminal records shall also be conducted for limited contract providers who are under final consideration for employment with MCBDD in accordance with policies established under Chapter 4 Section 6. MCBDD may take appropriate action against any limited contract provider that violates this policy, including termination of the contract.

I. Database Checks

In accordance with OAC 5123-2-02 the Human Resources department will check the following databases for all individuals under final consideration for employment with MCBDD:

- Office of Inspector General
- Abuser Registry
- Nurse Aide Registry
- Sex Offender
- U.S. General Services
- Ohio Department of Medicaid Provider Exclusion and Suspension
- Department of Rehabilitation and Correction

At least every five (5) years or upon renewal of certification, whichever is lesser, the candidate shall sign an agreement under which the candidate agrees to notify the department within fourteen calendar days if, while holding supported living certification, the candidate is formally charged with, is convicted of, or pleads guilty to a disqualifying offense. The agreement shall provide that failure to make the notification may result in denial, revocation, or suspension of the candidate's supported living certification.
MCBDD shall not employ an applicant or continue to employ an employee if his/her name is listed on any of the above databases.

7. EMPLOYEE CLASSIFICATIONS

The ~~Medina County Board of DD~~ MCBDD shall comply with all provisions of ORC 5126.22 concerning the classifications of Board employees. The Board may designate a position only if the position does not include directly providing, or supervising employees who directly provide, service or instruction to individuals with developmental disabilities.

A. Management Employees

Management positions shall include those categories as listed in ORC 5126.22 (A), including confidential employees as defined in ORC 4117.01, positions designated by the Director of the Ohio Department of DD as having managerial or supervisory responsibilities and duties, and positions designated by the ~~Medina County Board of DD~~ MCBDD in accordance with ORC 5126.22 (D).

B. Professional Employees

Professional positions shall include those categories as listed in ORC 5126.22 (B), personnel certified pursuant to ORC 3319, any position that is not a management position and for which the standards for certification established by the Director of the Ohio Department of DD under ORC 5126.25 require a bachelor's or higher degree, professional positions designated by the Director, and professional positions designated by the ~~Medina County Board of DD~~ MCBDD in accordance with ORC 5126.22 (D).

C. Service Employees

Employees who hold positions that are neither management positions nor professional positions are service employees. Service positions shall include those categories as listed in ORC 5126.22 (C), any assistant to a professional employee certified to provide, or supervise the provision of, adult services or service and support administration, service positions designated by the Director of the Ohio Department of DD, and service positions designated by the ~~Medina County Board of DD~~ MCBDD in accordance with ORC 5126.22 (D).

8. STAFF CERTIFICATION/LICENSURE

All employees are required to comply with certification requirement established by the State of Ohio, the Department of DD, The Ohio Department of Youth and Children's Services**,** and the Department of Education. Only properly certified, registered, or licensed staff members shall be assigned to perform duties required by the State to be performed by certified, registered, or licensed personnel.

All certification shall follow rules and regulations as specified under Sections 5123.082, 5126.20, 5126.22, 5126.25 ~~and 5126.2~~6 of the Ohio Revised Code and Sections 5123-5-0~~1~~ 2 through 5123-5-08 of the Ohio Administrative Code.
Staff employed in positions requiring licensure or certification issued by another board or agency shall follow those licensing requirements specified by their respective state board under the following chapters of the Ohio Revised Code:

Section 4723 - Nurses
Section 4753 - Speech Language Pathologists and Audiologists
Section 4755 - Occupational Therapists, Physical Therapists, Athletic Trainers
Section 4757 - Counselors, Social Workers, Marriage and Family Therapists
Section 4759 - Dietetics
Section 4745 - Standard License Renewal Procedure

A. Requirements

Each employee is responsible for meeting all certification requirements that may be required for a position held with the ~~Medina County Board of DD~~ MCBDD. This responsibility includes taking all coursework and continuing education units needed to maintain the certification for that position. In fulfillment of this obligation, employees are expected to attend all MCBDD in-service training programs. Problems in maintaining required certification should be reported to the employee's department head immediately. Employees who have a change in their educational, certification, registration, or licensing status that may have an effect on their salary or wage are responsible for providing the appropriate documentation to the Human Resources Office in a timely manner.

B. Annual Verification

All employees are required to complete a certification/ registration or licensure Verification Form on an annual basis at the annual evaluation according to procedures for certification acquisition and maintenance.

C. Contract Services

Where MCBDD contracts for the services of an independent contractor in lieu of an employee, the independent contractor shall comply with applicable State of Ohio certification requirements.

D. Penalties

Failure to comply with the State of Ohio rules and regulations regarding certification, registration, or licensure may result in disciplinary action leading to the termination of employment, according to collective bargaining agreements where applicable.

9. PROBATIONARY PERIOD

The probationary period for all classified employees of MCBDD is as follows:

- Professional Employees - 365 days
- Paraprofessional Employees -180 days
- Service and Support Administrators - ~~180 days~~ 365 days
- All other positions (unless specifically stated) - 180 days

Time spent on paid or unpaid leave including summer recess for 9 month employees ~~leave of absence~~ shall not count as part of the probationary period.

10. LETTER OF INTENT

The Director of Children's Services will, with the approval of the Superintendent, require teachers by April 30 of each year to provide a letter expressing their intent to return for the next school year. All teachers must indicate by April 30 whether they intend to return for the next school year.

11. SALARY

A. Salary Schedules

The Board annually shall revise or accept and adopt at the recommendation of the Superintendent a schedule of salaries that lists the amount to be paid employees in each ~~job~~ classification during the current calendar year. The Superintendent is responsible for establishing the rate of pay for all employees pursuant to the adopted schedule.

B. Salary Schedule Adjustments

Salary ranges will be ~~adjusted~~ reviewed annually and/or in conjunction with the union negotiations process ~~by the Superintendent subject to Board approval~~. ~~Resulting~~ ~~salary ranges will be reviewed~~ in relation to ~~comparable community salaries for~~ comparable positions ~~of other~~ within the local, state and county DD ~~employees~~ job market~~.~~ Salaries will be approved by the board on an annual basis as part of the budgeting process. and in accordance with MCBDD policy chapter 3, section 1(B).

C. Compensation Philosophy: Superintendent And Executive Leadership Staff

MCBDD wishes to recruit and retain high quality, experienced professionals committed to serving individuals with developmental disabilities. MCBDD shall provide benefits and compensation based on industry standards and fiscal philosophies. The Board shall reserve the right to negotiate miscellaneous benefits with its Superintendent. The Board shall operate as a whole in determining the Superintendent's Contract and shall review possible changes in compensation/benefits at the time of the Superintendent's annual performance appraisal.

12. ORIENTATION

New employees shall be properly oriented upon entering a new position. Orientation shall be the responsibility of the employee's Department Head.

13. PART-TIME EMPLOYEES

The qualifications and other requirements for employment of part-time employees shall be the same as those for the employment of full-time employees of the same classification.

14. TEMPORARY AND SUBSTITUTE EMPLOYEES

The qualifications and other requirements for employment of temporary and substitute employees may be less stringent than those for the employment of regular employees, provided all statutory and regulatory requirements are met.

15. EVALUATION

Annual performance evaluations signed by the Superintendent and by the employee indicating the employee's awareness of the evaluation shall be maintained in the employee's personnel record. Performance evaluation forms used shall be those provided by or approved by the ~~Department~~ Superintendent. Other evaluation methods may be used in addition to the required form with approval from the Superintendent..

16. PROMOTIONS AND TRANSFERS

A. Qualifications

No person shall be eligible for promotion who lacks the qualifications prescribed in the specifications for the job class involved, unless evidence is presented either that the person fully meets all qualifications or that the person possesses other special qualifications which

make it desirable that she or he be considered for promotion. Qualified internal applicants shall be considered for promotional opportunities. Consideration will be given to employees who have completed their probationary periods and who have continued to demonstrate at least satisfactory performance.

B. Responsibility of Superintendent

Subject to ORC 124.33 and 124.241, the Superintendent shall make the final decision regarding job promotion or transfer.

17. STAFF REDUCTIONS

A. Employees with Limited or Continuing Contracts

All reductions of employees holding limited term or continuing contracts shall be accomplished in accordance with procedures established by the Superintendent and approved by the Board (Procedure #432 Reduction in Force for Limited and Continuing Contract Employees.)

B. Reduction In Force

Should it become necessary to reduce the number of bargaining unit employees of MCBDD, the Superintendent is charged with the responsibility of identifying those employees to be laid off and making the appropriate recommendations to the Board. The Superintendent is further charged with developing procedures to determine the job classifications or area of assignment and the number of employees within those areas to be laid off, and to develop procedures to identify specific employees to be laid off. In carrying out these responsibilities, the Superintendent's major concern shall be the welfare of the individuals served by MCBDD. Lay-offs for bargaining unit employees shall be implemented in accordance with applicable collective bargaining agreements.

C. Seniority During Lay-Off

Laid off employees who are reinstated or re-employed in County Service within one year of the layoff date will retain all previously accumulated seniority but will not be entitled to seniority time for the period of the layoff.

D. Notification

Prior to any layoff, a notice containing the following information shall be given:

1.) the reason for layoff or displacement/layoff
2.) the effective date of the action
3.) appeal rights and time limit
4.) re-instatement and re-employment rights

E. Appeal Rights

A laid off or reduced employee may file a written appeal of the layoff in accordance with MCBDD's complaint procedure. An employee who is laid off as a result of displacement retains reinstatement rights to his or her original job title in the MCBDD for a period of two calendar years.

F. Reinstatement Rights

The employer will not hire, promote, nor transfer anyone into a layoff job title until all employees on the layoff list for the job title are either reinstated, decline reinstatement in writing, or at least two years have lapsed since the layoff occurred.

18. DISCIPLINE (ORC 124.34)

A. Causes for Discipline

An employee may be suspended or discharged, reduced in pay or position, or removed for incompetence, inefficiency, dishonesty, drunkenness, immoral conduct, insubordination, discourteous treatment of the public, neglect of duty, violation of such sections or rules of

the director of administrative services, or any other failure of good behavior, or any acts of misfeasance, malfeasance or nonfeasance in office.

Normally, discipline is cumulative. Once disciplined, employees may be given a greater level of discipline for later committing any other impermissible act. Higher levels of discipline, including termination, may be given instead of warnings or other lesser forms of discipline for first offenses.

B. Levels of Discipline

The Superintendent shall determine the appropriate discipline to be administered in one of the ways described below:

1. Instructions or Cautioning - a written statement to an employee that certain behavior or job performance is unacceptable or unsatisfactory and, if continued, would subject the employee to further discipline.
2. Reprimand - a written statement to an employee describing the unacceptable or unsatisfactory behavior or job performance and noting that as a matter of discipline the employee's activity is being documented for future evaluations.
3. Suspension - an action removing an employee from the job without pay for a certain number of days as a matter of discipline.
4. Demotion - an action removing an employee from a particular job and placing the employee in a lower rated, less responsible position, usually with reduced compensation.
5. Termination (Removal/Discharge) - an action permanently ending an employee's employment relationship with MCBDD.

Before the Superintendent issues a suspension, demotion, or termination, the non-probationary employee will be notified of the proposed disciplinary action and reason(s) therefore and will be given an opportunity to respond. The Superintendent will notify the employee of the time, date, and place the hearing is to occur. The employee will waive the opportunity for a hearing if the employee fails to attend the scheduled hearing.

C. Alleged Violations of Enrollee Rights

Prohibited conduct directed toward enrollees which is cause for discipline up to and including removal include: verbal abuse, physical abuse, emotional abuse, and failure to act - neglect of duty. Discipline shall be administered according to collective bargaining agreements where applicable.

D. Removal of Probationary Employees (ORC 124.27)

During the probationary period, employees may be removed from employment positions by action of the Superintendent. Such removal may, but need not, be preceded by the types of progressive discipline outlined in Chapter 4 Section 18 B. If the probationary employee is removed or demoted during the first half of the probationary period, the employee may appear such disciplinary action to the State Personnel Board of Review.

An employee removed or demoted after the first half of the probationary period does not have the right of appeal to the State Personnel Board of Review.

E. Appeals for Non-Management Employees (ORC 124.34)

1. Removals or suspensions of over three (3) days and demotions may be appealed by the affected staff member to the State Personnel Board of Review.
2. Appeals from removal, discharge, demotion or suspension of over three (3) days must be filed with the State Personnel Board of Review within ten (10) calendar days after the effective date of the action. A pre-disciplinary hearing, held in accordance with Chapter 4 Section 18 shall precede any removal, demotion or suspension.

F. Removal/Discharge, Suspension or Demotion of Management Employees

Removals/discharges, suspensions, or demotions of all management employees of MCBDD, as defined by ORC 5126.22 (A), shall be completed in accordance with the procedures established by ORC 5126.23.

Superintendent's Authority

The Superintendent shall have the authority to settle all claims with all employees that involve disciplinary actions or work performance problems. The Superintendent may suspend a staff member with pay during investigations or enter into a resignation agreement.

19. RESIGNATIONS

A. Written Notice

Any employee's resignation, made in accordance with statutory requirements, and/or accepted by the Superintendent, terminates the employment relationship. Any employee who intends to resign shall notify the Superintendent in writing. A copy of such notification shall be given to the employee's Department Head. Employees are asked to give at least 30 days written notice before the effective date of a resignation.

B. Teaching Staff

Resignations of teaching staff members shall become effective, insofar as possible, at the end of the school year or semester. The Superintendent reserves the right to set the effective date of the resignation during the school year.

20. RETIREMENT

Eligibility for and all rights of staff members concerning retirement benefits shall be governed by the provisions of Ohio Revised Code Chapter 145, concerning the Public Employees Retirement system and/or State Teacher Retirement System. (ORC Chapter 145)

A. Computing Service Time (ORC Chapter 145)

For the purpose of computing years of service toward retirement, employees whose work year is nine months shall be credited with one year for every nine months worked.

21. PHYSICAL EXAMINATIONS

A. Newly-Hired Employees

All newly hired employees who provide direct services to enrollees shall have a physical examination current within one (1) year of initial employment which may include but not be limited to a TB skin test or X-ray, as recommended by the local Health Department**,** current within one month of their initial employment date. A report of this physical examination signed by a licensed physician shall be maintained in the personnel file. New employees who show a positive reaction on a tuberculin test shall be required to have a chest X-ray and any other medical and laboratory examinations deemed necessary to determine the absence of tuberculosis in a communicable state.

~~B.~~ Special Examinations ~~(OAC 123:1-33-04)~~

The Superintendent may require an employee to undergo a physical examination at any time after the initial examination if the Superintendent determines that it is necessary and reasonable for the employee to have one. MCBDD shall pay the costs of such examination. The report of such examination signed by a licensed physician shall be filed in the employee's personnel file.

22. GUIDELINES FOR DEALING WITH EMPLOYEES WITH CONTAGIOUS DISEASES

A. C.D.C./ODH Recommendations

MCBDD recognizes that contagious diseases such as tuberculosis, Acquired Immune Deficiency Syndrome (AIDS), and hepatitis ("Contagious Disease") pose significant medical, social, and legal problems. In response to these concerns, the Board hereby adopts the following policy, which is consistent with the recommendations made by the Center for Disease Control and the Ohio Department of Health guidelines for dealing with persons in educational settings who are diagnosed as having a Contagious Disease:

B. Medical Evaluation

If there is reason to believe that an employee is afflicted with a Contagious Disease, the employee will be required to submit to a medical evaluation in accordance with Chapter 4 Section 22 D of this Policy. Refusal to be tested may be grounds for disciplinary action or dismissal.

C. Enrollee Contact

The determination of whether an employee diagnosed as having a Contagious Disease is to be permitted to remain employed in a capacity that involves contact with students, clients or other employees shall be made by the Superintendent on a case-by-case basis in consultation with the employee's treating physician, the employee, designated public and Board health official(s), and designated administrator(s).

D. Criteria for Determination

In making such a determination, the Superintendent shall consider:
(1) the recommendation of the individuals identified in Chapter 4 Section 22 A;
(2) the physical condition of the employee;
(3) the expected type of interaction with others in the work setting; and
(4) the impact on both the infected employee and others in that setting.
Pending such a determination, the employee will be permitted to continue working unless it is determined the employee poses an immediate threat of danger to others.

E. Assignment

Unless the Superintendent assigns the employee to a work assignment under restrictive conditions, or the employee is placed on a leave of absence, sick leave with pay or disability leave, the employee will be unconditionally assigned to his/her current position.

F. Involuntary Leave of Absence

If an employee is placed on an involuntary leave of absence under Chapter 4 Section 22 D due to the Contagious Disease, or inability to perform assigned job duties due to the contagious disease, he/she will receive written notice of the Superintendent's action and will have the right to file an appeal in accordance with ORC 5126:23 or through the grievance process outlined in the Collective Bargaining Agreement as appropriate. Unless otherwise requested by the employee, the hearing will be closed. The employee will have an opportunity to present additional evidence of ability to remain in the work setting, to call witnesses, to cross-examine witnesses, and to have a representative participate in the hearing.

G. Reconsideration

An employee may request a reconsideration of any action taken under Chapter 4 Section 22 F provided such a request is accompanied by medical evidence of a change in the employee's health status.

H. Personal Contact Services

All employees shall be required to teach or provide other personal contact services to an infected student or enrollee or to work with an infected employee, where a determination has been made to permit the infected individual to remain in the work setting. Refusal to do so shall be grounds for disciplinary action.

I. Medical Records

The medical records of all employees shall remain confidential, except where disclosure is necessary for the administration of this Policy or mandated by law.

J. Confidentiality

The identity of the infected employee shall not be revealed to the general public. Any media contact will be referred to the Superintendent or designee.

23. PAID LEAVE

A. Sick Leave (ORC 124.38)

1. **Rate of Earning Sick Leave**

   Regular full-time employees shall earn sick leave at the rate of 4.6 hours for each 80 hours of service. Part-time employee working less than 40 hours shall earn sick leave at the rate of .0575 for each hour worked in a two-week pay period. Service time shall include actual work time and paid leave time. It shall not include summer break for 9-1/2 or 10-month staff or any other period in which an employee is not in active pay status.

2. **Use of Sick Leave**

   Sick leave may be used when an employee is absent due to illness or injury, pregnancy, exposure to contagious disease, or the injury, illness or death of a member of his/her immediate family. The immediate family shall include spouse, children, parents, grandparents, siblings, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, legal guardian or another person who stands in the place of a parent. It shall not include aunts, uncles, or cousins.

3. **Physician's Statement**

   The Superintendent may require a physician's statement as proof of personal or immediate family illness or proof of fitness to return to work when an absence continues for three days or more or in case of repeated or frequent use of sick leave, even if the use is a pattern of one day off at a time.

4. **Request for Leave**

   Employees are required to ~~complete a Request for Leave~~ submit a request for time off in the MCBDD's payroll system ~~form to justify the use of sick leave and return the form to the Human Resources Specialist~~ within 24 hours after the employee returns to work.

5. **Evidence of Need**

   The Superintendent may adopt other rules requiring employees to provide statements and/or evidence of the need to use sick leave.

6. **Injury Caused by Other Employment**

   MCBDD shall not be obligated to pay the salary of an employee when the absence is caused by an injury sustained in the employment of another employer.

7. **Accumulation**

   Sick leave may be accumulated without limit.

B. Vacation (ORC 325.19)

1. **Eligibility**

   All full-time year-round employees shall be eligible for a vacation with full pay on the basis of completed hours of work after twelve months of Ohio public service.

2. **Earned Vacation Leave**

   All year-round employees earn and accumulate vacation with pay in accordance with the following schedule:

Years of Service	Length of Vacation	Hours of Pay
1-7	2 Weeks	80
8-14	3 Weeks	120
15-24	4 Weeks	160
25+ over	5 Weeks	200

3. **Rate of Accumulation**

All year-round employees earn and accumulate vacation time at the rate of 3.1 hours each bi-weekly period for those entitled to 80 hours per year; 4.6 hours each bi-weekly period for those entitled to 120 hours per year; 6.2 hours each bi-weekly period for those entitled to 160 hours per year and 7.7 hours each bi-weekly period for those entitled to 200 hours per year. Days specified as holidays shall not be charged to an employee's vacation leave.

4. **Carry Over**

Vacation leave shall be taken by the employee during the year in which it is accrued and prior to the next recurrence of the anniversary date of employment. With prior approval of the Superintendent, an employee may accumulate and carry over vacation leave to the following year. No vacation leave shall be carried over for more than three years.

5. **Credit at Separation**

All Board employees are entitled to compensation, at their current rate of pay, for any earned but unused vacation leave for the current year at the time and separation, and in addition, shall be compensated for any unused vacation leave accumulated with the permission of the Superintendent for the three years immediately preceding the last anniversary date of employment.

C. Holidays (ORC 124.18 and 124.19)

1. **Not Charged to Vacation**

The holidays listed below, observed when employees are absent on vacation, are not charged against vacation leave and may be taken at such later time as approved by the employee's immediate supervisor.

2. **Legal Holidays**

Legal holidays are as follows:

- New Year's Day
- Martin Luther King Day
- Presidents' Day
- Good Friday (9 month employees only)
- Memorial Day
- Juneteenth (12 month employees only)
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

3. **Eligibility**

All regular full-time twelve (12) month employees shall receive paid holidays throughout the year so long as they are on active pay status. Nine (9) and ten (10) month employees are paid for holidays which are celebrated during their working period.

4. **Rate of Pay**

Any work required to be performed by a non-administrative employee on any of the holidays listed in Chapter 2 Section 23 C 2 above shall be compensated at one-and-one-half (1-1/2) times the employee's straight time rate in addition to the holiday earnings.

D. Funeral Leave (ORC ~~124.38)~~ 124.387)

Employees who experience a death in their immediate family, as defined in Chapter 4 Section 22 A 2 above, may use sick leave to attend the funeral. Three (3) days of sick leave will be automatically approved for any death in an immediate family, with five (5) days of sick leave approved for deaths where the immediate family member had resided out of state.

E. Personal Days

1. **Days Per Year**

Three (3) personal days per year shall be granted to a full-time staff member for emergencies, religious holidays, or personal business which cannot be conducted outside the regular working hours.

2. **Not Cumulative**
   Personal days are not cumulative. Their use must be approved by the employee's immediate supervisor. Personal leave may be used in segments of not less than one half-day.
3. **Request for Leave**
   Request for personal leave shall be made on ~~the prescribed forms~~ through the MCBDD's payroll system ~~and must be approved prior to utilizing the time off. Staff members shall verify the use of personal leave by submission of the Request for Leave form to the Personnel~~ Human Resources Specialist.
4. **Advance Notice**
   Except in emergencies, personal leave requests shall be submitted to the employee's supervisor for consideration five (5) working days in advance of the date requested.

F. Jury Duty/Court Leave (OAC 123:1-34-03)

Full pay for all regularly scheduled working hours is granted to all employees subpoenaed for any court or jury duty by the United States, the State of Ohio or a political subdivision. Such payment will be made provided affected employees complete the necessary waiver form, available from the Clerk or Court, and present a copy of the form to the Human Resources Specialist upon their return to work. Employees involved in any personal litigation requiring time off from work will not be paid for the time but may use personal leave or vacation time.

G. Education Leave

A request for paid education leave must be submitted in writing, and may be granted only with the advance permission of the Superintendent, or in accordance with the provisions of a Board-approved employee contract. In either case, paid education leave shall not exceed twenty (20) working days (four weeks) and shall be demonstrated to be pertinent to an individual's employment and beneficial to the DD Board. Paid education leave may be taken as needed during the course of scheduled classes, following Request for Leave procedures.

24. UNPAID LEAVES

A. Military

A military leave of absence shall be granted to an employee in either the classified or unclassified service, subject to the provisions of the Ohio Revised Code. Following military leave of absence, employees shall be returned to their positions regardless of civil service status or the existence of an eligible list and may not be removed, except for cause, for a period of one year. (ORC 5903.02)

B. Disability

Employees may request an unpaid disability leave for a maximum of six (6) months if they continue to be injured, ill, or physically or mentally incapacitated from the performance of regular work duties after exhaustion of accumulated sick leave.

1. Within three (3) years from the effective date of commencement of the unpaid disability leave, the employee may apply for reinstatement. After receipt of a timely application for reinstatement, the Superintendent may require examination of the employee by a licensed physician, psychiatrist, or psychologist, as appropriate to the circumstances, and may designate the person to conduct the examination. Based upon the result of the examination, the Superintendent may decide to reinstate the employee within thirty (30) calendar days to the employee's former position or to a similar position with the same classification.
2. An employee on an unpaid disability leave does not earn sick leave or vacation leave nor is entitled to any holiday pay. An employee on an unpaid disability leave must pay the full premium cost for health insurance in order to keep the coverage in effect during the leave. The employee's time in service will exclude the time spent on the unpaid disability leave.

C. Maternity Leave

1. Any employee who becomes pregnant or adopts an infant shall, upon request made to the Superintendent, be granted an unpaid leave from work, for a period not to exceed twelve months, for maternity purposes. The date of departure from and the date of return to work shall be selected by the employee and the employee shall notify the Superintendent of these dates as far in advance as is practicable. The employee, at the employee's option, may utilize any or all of accrued sick leave and vacation leave for maternity purposes; after accrued sick leave and vacation leave are exhausted, the employee may be placed on maternity leave of absence without pay for a period not to exceed twelve (12) months. (OAC 123:1-34-01(C)) Fathers may use sick leave upon the birth of their child.
2. An employee on an unpaid maternity leave does not earn sick leave or vacation leave nor is entitled to any holiday pay. An employee on an unpaid maternity leave must pay the full premium cost for health insurance in order to keep the coverage in effect during the leave. The employee's time in service will exclude the time spent on the unpaid maternity leave.

D. Education and Extended Personal Leaves (OAC 123:1-34-01)

1. Employees may request in writing an unpaid leave of absence from the Superintendent for personal reasons. The Superintendent has discretion to grant the leave. Personal leave may be granted for up to six (6) months. Unpaid education leaves for purposes which are demonstrated to be pertinent to an individual's employment and beneficial to the DD Board may be granted for up to two (2) years.
2. While on a leave without pay, an employee does not earn sick leave or vacation leave and is not entitled to any holiday pay. Time in service will be adjusted to exclude the time spent on leave without pay. An employee on an unpaid leave of absence must pay the full premium for health insurance to keep such coverage in force.

E. Family & Medical Emergency Leave

The ~~Medina County Board of DD~~ MCBDD shall apply Family and Medical Emergency Leaves for Board employees according to the provisions of P.L. 103-3, Family & Medical Leave Act, and 29 CFR Part 825 Interim Final Rule, Wage & Hour Div. DOL (Titles and IV) and Section 565 of the National Defense Authorization Act.

1. **Eligibility**

   All full time and part-time employees who have been employed by MCBDD for a minimum of twelve (12) months and have been in an active pay status for a minimum of 1,250 hours during the previous twelve-month period are eligible for unpaid family and medical emergency leave.

2. **Leave Requirements**

   Leave may be requested for the following reasons:

   - The birth, adoption, or foster care placement of a child, if the leave is taken within twelve (12) months of the birth, adoption, or placement.
   - A serious medical condition of a parent, spouse, or child.
   - An employee's own serious medical condition that makes the employee unable to perform the functions of his/her position
   - For qualifying emergencies arising out of the fact that the employee's spouse, son, daughter or parent is on active duty or called to active duty status as a member of the Armed Forces, National Guard or Reserves in support of a contingency operation.

   "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves either: Inpatient care (i.e., an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (i.e. inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; or

   Continuing treatment by a health provider, which includes:

   a) A period of incapacity lasting more than three consecutive, full calendar days and any subsequent treatment or period of incapacity relating to the same condition that also includes:

treatment two or more times by or under the supervision of a health care provider (i.e., in-person visits, the first within 7 days and both within 30 days of the first day of incapacity); or one treatment by a health care provider (i.e., an in-person visit within 7 days of the first day of incapacity) with continuing regimen of treatment (e.g., prescription medication, physical therapy); or

b) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; or

c) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider s not necessary for each absence; or

d) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; or

e) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

3. **Length of Leave**

Eligible employees take up to twenty-six (26) work weeks of job protected leave in a "single twelve-month period" to care for a covered service member with a serious illness or injury. Eligible employees are entitled to take up to twelve (12) weeks of unpaid leave in any twelve (12) month period. Employees must use accumulated vacation, personal days, or unpaid compensatory time for all or a portion of this leave of absence, and must also use sick leave when it meets the requirements of the Board ~~of DD~~ sick leave policy and provisions of the collective bargaining agreement where applicable. Paid or unpaid leave under this provision shall count as being inclusive of the FMLA leave.

Any leave of absence granted under this policy will be deducted from an extended personal leave of absence authorized by Chapter 4 Section 23 of the policy manual and provisions of the collective bargaining agreement where applicable.
If MCBDD employs both spouses, only a combined total of twelve (12) weeks can be allowed when the leaves are taken for birth or placement of a child, or to care for a parent with a serious health condition.

Intermittent leave or a reduced leave schedule can be permitted for serious health condition leaves only when medically necessary as certified by a health care provider. Intermittent leave or a reduced leave schedule shall not be permitted for birth or child placement unless the employee and MCBDD agree otherwise.

If such a leave is for planned medical treatment of the employee or an immediate family member, MCBDD may require the employee to transfer temporarily to an equivalent position which will better accommodate the recurring leave periods.

4. **Credit**

An employee on a leave of absence without pay does not earn sick leave, vacation credit, or holiday pay. Only the time spent on paid authorized leave is counted and determines the length of service for purposes of extended vacation, retirement, or other purposes where tenure is a factor.

5. **Guarantees**

A covered employee will retain the right to return to his/her former position, or one with equivalent benefits, pay, and other terms and conditions of employment. While on approved leave, an employee will continue to receive the same group health insurance coverage provided the employee has paid the employee share of the cost of providing group health coverage on a timely basis (within 30 days).

A "key" employee may be denied restoration to employment if MCBDD finds that such denial is necessary to prevent substantial and grievous economic injury to its operations. A key employee is defined as being among the top 10% of all salaried employees.

6. **Verification**

In order to support a request for FMLA leave due to the employee's or family member's serious health condition, the employee must provide written certification from a qualified health care provider verifying the reason for the leave (medical condition), and stating:

- the date on which the condition commenced;
- the length of the leave;
- the appropriateness of when it occurs;
- the requirement of necessary treatment prescribed for the condition (including number of visits to a health care provider, nature of the care, and frequency and duration of treatment); and
- whether hospitalization is required.

If leave is requested for the employee's own serious medical condition, then the health care provider must also confirm, in writing, the employee's inability to perform his or her job functions, and the projected date of the employee's return to work. If the employee is requesting leave to care for a family member, as set forth above, then the health care provider must also verify that the employee's assistance is needed and the approximate amount of time that may be involved. MCBDD may require that the employee provide subsequent re-certifications.

In the case of certification for leave taken intermittently or on a reduced leave schedule, a statement must be made by the health care provider indicating:

- the necessity for such leave and the expected duration,
- the dates on which planned medical treatment is expected to be given and the duration of such treatment,
- and, if appropriate, that the leave is necessary to care for a family member or to assist in their recovery.

MCBDD may require a second medical opinion at MCBDD's expense. MCBDD may also pay for a third opinion if the first two conflict. The designated health care provider in this case must be approved jointly by both the employee and MCBDD. This third opinion will be final and binding on all parties.

Medical certification must also be provided at MCBDD's request if the employee does not return to work for a valid reason as specified in Chapter 4 Section 23. MCBDD may periodically inquire about an employee's status while on leave and whether or not the employee intends to return; however, these inquiries may not violate any provisions of rules or regulations under ADA statutes.

7. **Notice**

Employees are required to provide MCBDD with not less than 30 days written notice for births, adoptions, or foster care placements when possible. If 30 days written notice is not possible, then the employee must notify MCBDD as soon as practicable. Failure to request any leave of absence in a timely manner may result in a delay of the requested leave.

8. **Return**

Employees are required to notify MCBDD in writing if there is any reason why they cannot return to work on the indicated date. Such notice must be given prior to the indicated date of return and include an additional request for leave and a statement from a health care provider documenting the reason the employee is not returning to work. Failure to return from an approved leave of absence on the designated date of return without valid reason is a violation of Board policy and may result in termination

of employment, according to collective bargaining agreements where applicable. Valid reasons would include: the continuation, recurrence, or onset of a serious health condition (affecting the employee or an immediate family member that would otherwise entitle the employee to FMLA leave, or other circumstances beyond the control of the employee. An employee who returns to work for at least 30 calendar days is considered to have "returned" to work for this purpose. MCBDD may also recover from the employee the cost of insurance premiums it paid for the continuation of group health insurance coverage during the unpaid FMLA leave according to provisions under the law.

25. SEVERANCE PAY

~~A. **Employees Hired Prior to December 31, 1989** (See generally ORC 124.39)~~

~~Employees of the Board at the time of retirement and acceptance for receipt of benefits under a state requirement system shall receive payment for accumulated but unused sick leave in accordance with the schedule below. The benefit is not paid in a separation other than retirement.~~

~~Years of State of Ohio Service~~
~~5 years to 9 years - 25%~~
~~10 years to 14 years - 30%~~
~~15 years to 20 years - 40%~~
~~20 years of service or more - 50%~~

~~Payment shall be based on the employee's daily salary rate at the time of retirement~~.

~~B.~~ **A. Employees Hired After January 1, 1990** (See generally ORC 124.39)

Employees of MCBDD at the time of retirement and acceptance for receipt of benefits under a state requirement system shall receive payment for accumulated but unused sick leave in accordance with the schedule below to a maximum of 1/4 of 120 days. The benefit is not paid in a separation other than retirement.

Years of State of Ohio Service
5 years to 9 years 25%
10 years to 14 years - 30%
15 years to 20 years - 40%
20 years of service or more - 50%

Payment shall be based on the employee's daily salary rate at the time of retirement.

26. STAFF DEVELOPMENT

MCBDD encourages personnel to participate in staff development activities such as staff meetings, courses, conferences, workshops, clinics, local area meetings, and observation of other programs, to the extent that such activities do not interfere with the operating needs of the program. Records concerning employees participating in staff development activities shall be maintained in the ~~Personnel~~ Human Resources Office of MCBDD. Professional staff may be granted up to two (2) days per year to attend relevant training meetings or to visit other programs, as approved by the Superintendent**.** The ~~Personnel Office~~ Training and Compliance Specialist shall recommend an annual training calendar which shall outline topics for staff in service and other training. Board-sponsored training for employees shall meet all requirements as prescribed in the Ohio Revised Code and the Ohio Administrative Code for county board employees. Any employee who completes Board training shall receive written certification that includes the individual's name, type of training, the name of the instructor, the dates that the employee participated in training sessions, and the length of training (hours).

A. First Aid Training

The DD Board will provide an opportunity for general first aid training at least once every three years for all employees.

B. Fire Suppression Training

The ~~Medina County Board of DD~~ MCBDD shall provide for the training of at least two staff members in each building in techniques of fire suppression.

C. Disaster/Emergency Training

The ~~Medina County Board of DD~~ MCBDD will provide an opportunity for designated staff to receive yearly training for dealing with bomb threats, medical emergencies, power failures, and natural disasters.

D. Back Health and Safety

The MCBDD is committed to providing proper training and equipment for employees whose job description requires lifting. The back can be protected from strain and injury by using good body mechanics, by asking for additional assistance, or by using lifting equipment such as the Handi Move or Hoyer Lift.

It is the responsibility of each employee to comply with written safety practices and to report injuries promptly.

E. Control of Occupational Exposure to Blood-Borne Pathogens and Body Fluids and Substances

The ~~Medina County Board of Developmental Disabilities~~ MCBDD seeks to protect those staff members who may be exposed to blood-borne pathogens in their performance of assigned duties as required by the Public Employees Risk Reduction Program (PERRP) and ORC Chapter 4167. The purpose of an Exposure Control Plan is to minimize exposure to blood-borne pathogens; however, exposure might come about.

The Superintendent shall implement administrative procedures which will:

1. Identify employees whose duties create a reasonable anticipation of exposure to body fluids and substances including blood and other potentially infectious materials;
2. Provide for inoculation of the Hepatitis B Vaccine at no cost to the staff member and in accordance with Federally-mandated scheduling;
3. Ensure proper training in the body substance isolation method of infection control against exposure and/or contamination, including the use of engineering and work practice controls, the provision of appropriate protective supplies and equipment, and appropriate housekeeping schedules and procedures;
4. Establish appropriate procedures for the reporting, evaluation, and follow-up to any and all incidents of occupational exposure to blood or other infectious body fluids;
5. Provide for record-keeping of all of the above which complies with both Federal and State laws;
6. Develop an Exposure Control Plan that incorporates all of the above items.

F. HAZCOM Training

The ~~Medina County Board of DD~~ MCBDD shall provide an employee training program on chemical hazards in the work place which shall include:

- An orientation to chemical hazards and action to be taken if there is an exposure,
- Departmental orientation to the chemical hazards found in specific departments, and
- An annual, mandatory in-service.

G. Energy Control Training (Lock-Out/Tag-Out)

OSHA specifies that Lock-Out/Tag-Out training shall be organized for three categories of employees:

- “Authorized” employees whose work includes the maintenance of equipment must receive training in the recognition of

hazardous energy sources and the purpose and use of the facility's Energy Control Procedures.

- "Affected" employees whose work includes the use of equipment must be instructed in the purpose and use of the facility's Energy Control Procedures.
- Other employees whose work operations take them into areas where Energy Control Procedures may be in use must be instructed about these procedures.

In addition, all employees must be trained in the limitations of tags. OSHA also requires that "authorized" and "affected" employees be re-trained as changes in the work situation or changes with procedures occur and following any problems related to energy control.

H. Lift Truck (Forklift) Training

Forklift training is required for all employees that operate lift trucks, powered hand trucks, or any powered industrial trucks. The use of these vehicles by unauthorized and/or untrained workers is prohibited.

Training includes instruction in the physical operation of the vehicle to be used. This should address the characteristics of each vehicle, control, configuration, attachments, loads, and operations likely to be encountered. Training must include a review of the rules for safe truck operation, which would be as a minimum, those applicable standards contained in OSHA regulations 29 CFR 1910.30, 1910.176, and 1910.178. This aspect of training should also include a review of basic lift truck principles such as load centers, calculations of capacities, and lift truck stability.

I. HIPAA Privacy Rules

Information concerning HIPAA Privacy Rules and related MCBDD policies and procedures shall be provided:

a. to new staff during the initial orientation program;
b. during annual staff training including in-services and staff meetings;
c. during regularly scheduled department meetings, in order to update staff with current information; and/or
d. during special seminars and conferences, as scheduled.

Completion of this training shall be documented by the ~~Personnel~~ Human Resources Office and retained in the staff member's personnel file.

27. EMPLOYEE REASONABLE ACCOMMODATION (29 CFR Part 1630)

A. Board Policy

It is the policy of the Board to provide reasonable accommodation for the known physical or mental disabilities of otherwise qualified applicants for employment and employees.

B. Disability

An individual with a disability is a person who:

- has a physical or mental impairment which substantially limits one or more major life activities; or
- has a record of such an impairment; or
- is regarded as having such an impairment.

C. Hiring

Applicants with disabilities will be interviewed regarding their background and experience for the job in question, using the same interview format as is used for applicants without disabilities. Pre-employment medical examinations or pre-employment inquiry into the nature and severity of an applicant's disability shall not be required unless it is required of all applicants. However, inquiry into the person's ability to perform job-related functions is permitted after the applicant's other qualifications for the position have been established. Accommodations may include, but not be limited to, appropriate adjustment or modification of examinations and/or materials and the provision of qualified readers or interpreters.

D. Existing Staff

Reasonable accommodation to a known disability of an otherwise qualified employee or applicant will be made on a case by case basis and may include job restructuring, part-time or modified work schedules, reassignment to a vacant position, acquisition or modification of equipment or devices, appropriate adjustment or modification of examinations, training materials, or policies, use of assistive equipment, the provision of qualified readers or interpreters, making existing facilities that are used by the employee with a disability accessible, or similar accommodations that will not impose an undue hardship on MCBDD.

28. RESOLVING DISCRIMINATION COMPLAINTS

Employees or applicants who believe they have been the subject of discrimination because of race, color, national origin, religion, age, sex or disability have the right to file a discrimination complaint with the ~~Medina County Board of DD~~ MCBDD, the State of Ohio EEO Commission, and/or the U.S. Department of Justice. Complaints of discrimination filed with the ~~Medina County Board of DD~~ MCBDD will be heard by the Director of Human Resources, who functions as MCBDD's Equal Employment Opportunity Officer. The hearing shall follow procedures set forth by the Ohio Department of Administrative Services.

29. NON-DISCRIMINATORY CONTRACTS

Any individual, agency, or service provider entering into contract with MCBDD shall act in a non-discriminatory manner both as an employer and as a service provider and shall act without regard to the race, color, national origin, religion, age, sex, sexual orientation, gender identity, gender expression, or handicap of the employee or program beneficiary. Failure to do so may result in the termination of the contract.

30. COMPLAINT PROCEDURE

A. General Policy

It is the policy of the Board to provide all employees with an easily accessible procedure for resolving work-related disagreements and complaints, and to foster sound employee-employer relations through communication and ultimate resolution of work-related problems.

B. Definition

This Complaint Procedure has been established as a primary means of meeting these objectives. A complaint is an employee concern about hours of work, application of personnel policies, purportedly unfair or unequal treatment or discipline, or other problems related to terms or conditions of employment, welfare of consumers, or matters relating to the operation of the Center. All supervisors are responsible for making certain that their employees understand this Procedure, and that employees feel free to use the Procedure without fear of criticism. Complaints involving position classification, hiring, promotion, transfer, and discrimination are not subject to this Procedure, but are to be channeled directly to the ~~Personnel Manager~~ Director of Human Resources or E.E.O. Officer. All complaints should be liberally construed as to content so as to qualify as a complaint. However, any matters subject to the Grievance Procedure found in the collective bargaining agreement are not covered under this policy.

C. Initial Questions

All complaints shall be submitted in writing using the appropriate form.

Every reasonable effort should be made by the Board, Superintendent, supervisors, and employees to resolve promptly and informally any questions, problems, and misunderstandings that arise. Accordingly, employees should first discuss any complaints or questions with their immediate supervisors and are urged to initiate such discussions at the time that the dissatisfaction or question first arises. Supervisors in turn should take positive and prompt action to answer employees' questions, resolve complaints, and assist in the resolution process with the employee.

D. Representation

The employee may elect to have a representative present during any scheduled discussions concerning this matter. If the employee chooses to hire an attorney to provide representation and/or legal counseling, the fees for such representation, including all attorney fees, shall at all times be paid by the employee.

The Superintendent may designate an appropriately certified representative to act in his/her place. This designee shall be authorized to conduct such hearings, investigations, and/or written notifications as necessary to implement the provisions of the Complaint Procedure as required under Board policy and the law. Any MCBDD employee who serves as a witness for such proceedings is required to cooperate fully with the investigation. Failure to cooperate may be considered insubordination and grounds for disciplinary action, which shall be applied according to collective bargaining agreements where applicable.

E. New Employees

The Complaint Procedure is not available to newly hired probationary employees or employees on probation for disciplinary reasons, except with the approval, and at the sole discretion, of the Superintendent.

F. Confidentiality

Communications pertaining to employee complaints filed under this Procedure shall be kept confidential to the greatest extent possible allowed by law by all parties involved. The parties acknowledge that such information and related documents are public records as defined in ORC 149.43 and may be subject to disclosure pursuant to this section.

G. Timelines

The parties may, by mutual agreement, waive the time limits of the following provisions. Any waiver so agreed upon shall be in writing and signed by the employee(s) and the supervisor or Superintendent (or his/her designee) depending on the appropriate hearing level.

Employees who report directly to the Superintendent shall commence the Complaint Procedure at Step II.

H. Complaint Guidelines and Steps

1. **Step I**

   An employee having a complaint shall present it in writing to his/her immediate supervisor using the appropriate form. (Group complaints shall first be presented to the lowest ranking supervisor common to all employees in the group.) The immediate supervisor will conduct an investigation within ten (10) calendar days of receipt of the complaint, and will reply in writing to the employee within ten (10) calendar days following the completion of the investigation. This decision shall be discussed with the employee. If the complaint is not satisfactorily resolved at this step, the employee may proceed to Step II by filing a written notice with the Superintendent within ten (10) calendar days of receipt of the supervisor's response.

2. **Step II**

   If a satisfactory resolution is not secured at Step I, all written materials and any supporting documentation relating to the complaint shall be forwarded by the responding supervisor to the Superintendent or his/her designee. The Superintendent or designee shall meet with the employee and, at the choice of the employee, a representative, within ten (10) calendar days following receipt of the written complaint. Both the employee(s) and the Superintendent or designee have the right to have available such witnesses as are necessary for the explanation and investigation of the complaint. The Superintendent shall reply to the complaint within five (5) working days from the date of the conclusion of the investigation.

3. **Step III**

   If a satisfactory solution is not reached at Step II, the employee may submit the matter to the Board by filing a written request with the Board President within ten (10) calendar days of the employee's receipt of the Superintendent's decision. Upon receipt of the written request, the Board will schedule a time and place for a hearing with the employee and representative (if any) that shall take place no sooner than seven (7) calendar days and no later than the next regularly scheduled Board meeting. The

employee and a representative (if the employee so desires) will meet with the Board for final disposition. The Board will consider all the facts and may listen to witnesses concerning the case. The Board will submit its decision in writing to the employee within five (5) calendar days following the hearing. The Board's decision on the complaint is considered final.

31. MANAGEMENT EMPLOYEES (ORC 5126.21)

A. Contracts

All management employees shall hold a limited contract for a period of not less than one and not more than five years, except that a management employee hired after the beginning of a program year may be employed under a limited contract expiring at the end of the program year. Management employee contracts for more than one year must be approved by the Board.

B. Interim Rule

~~Management employees with continuing contract status prior to July 1, 1988 shall continue to hold such continuing contract status during employment with the Board. Management employees in probationary status on July 1, 1988 shall hold continuing contract status upon successful completion of their probationary period.~~

C. Notice Regarding Contract

Management employees on limited contracts shall be notified of the Superintendent's intention not to rehire at least ninety days prior to the expiration of the contract.

D. Notice Regarding Salary

The Superintendent shall notify management employees of their salary at least thirty days before the first day of a new fiscal or contract year.

32. STAFF ATTENDANCE

A. General

All employees are required to report to work on time according to his/her assigned schedule.

B. Tardiness/Absence

Tardiness, absence without leave as well as absenteeism will be cause for corrective disciplinary action, up to and including termination. Such disciplinary actions will be considered as part of the overall disciplinary procedure. These areas will also be reflected in the employee's annual evaluation.

1. Absence Without Leave - An employee who is away from his/her scheduled place of work for reasons other than authorized vacation leave, holiday leave, compensatory time leave, sick leave, personal leave, disability leave, funeral leave, maternity leave, leave without pay, jury duty, court leave, military leave, professional leave or an approved flex-time schedule change.
2. Absenteeism - Excessive use of paid or unpaid leave, or absence without leave.
3. Tardiness - An employee's failure to report to work at the scheduled starting time without his/her supervisor's prior authorization.

C. Penalties

The following schedule of deductions from an employee's pay will apply when an employee is tardy or absent without leave:

10-15 minutes - 1/4 hour
16-30 minutes - 1/2 hour
31-45 minutes - 3/4 hour
46-60 minutes - 1 hour

Etc.

The course of discipline for tardiness shall follow progressive disciplinary procedures, and shall be applied according to collective bargaining agreements where applicable.

D. Overtime

Overtime is defined as hours actually worked in excess of 40 hours per week. In accordance with the Fair Labor Standards Act, positions are classified as exempt or non-exempt from the wage and hour provisions based on the nature of the duties. Non-exempt positions are subject to time and one-half rates of pay for hours worked over 40 hours in one week**.** Job descriptions for each position will include the designation of exempt or non-exempt in accordance with the Fair Labor Standards Act**.**

E. Compensatory Time

Any employee who is designated as non-exempt in accordance with the Fair Labor Standards Act and assigned overtime work by his/her supervisor shall have the option to accrue compensatory time instead of the payment of cash for overtime actually worked, with the approval of his/her supervisor. For purposes of computing overtime pay, only actual hours worked in performance of a person's assigned job shall be counted. If the employee elects to take compensatory time off in lieu of overtime pay, for any overtime worked, such compensatory time shall be granted by his/her supervisor on a time and one-half basis, at a time mutually convenient to the employee and supervisor. An employee may accrue compensatory time to a maximum of eighty (80) hours. Any hours of compensatory time in excess of eighty (80) hours shall be paid to the employee as overtime compensation. Upon termination of employment, any employee with accrued but unused compensatory time shall be paid for that time at the employee's current rate of pay.

All time shall be accrued and used in 15-minute increments.

All compensatory time must be used in the calendar year in which it is accrued. Any compensatory time in excess of twenty (20) hours not scheduled for use by the end of the last pay period for the year will be paid at the employee’s current rate of pay.
Any additional time worked beyond the assigned work schedule must be authorized in advance by the immediate supervisor and approved by the department head.

F. Flex Time

Designated employees who have exceeded their normal daily working schedules with the approval of their supervisors may have their schedules readjusted for that week to allow for the use of that time worked. The time off must be mutually agreeable to the employee and the supervisor. The time given will be on an hour-for-hour basis, and the work week shall not exceed forty (40) hours. All flex time shall be accrued and used in 15-minute increments. Employees are not permitted to take time off in advance of having earned that time.
Any additional time worked beyond the assigned work schedule must be authorized in advance by the immediate supervisor and approved by the department head.

33. DRUG-FREE WORKPLACE

A. Federal Drug-Free Workplace Act of 1988

Illegal drugs in the workplace are a danger to all employees, those we serve, the public, and MCBDD. They impair health and safety, promote crime, lead to decreased productivity and quality of performance, and undermine public confidence in the work we do. Illegal use of drugs cannot and will not be tolerated.

Effectively immediately, any location at which the ~~Medina County Board of Mental Retardation and Developmental Disabilities~~ MCBDD conducts its business is declared to be a drug-free workplace. This policy covers any site, premises, or facility, including, but not limited

to, buildings, offices, parking lots, all work locations, living areas, rest rooms, break rooms, desks, lockers, motor vehicles, motorized equipment, and all sites at or upon which employees perform work or services for, or on behalf of MCBDD.

B. Standards of Conduct

All employees are absolutely prohibited from unlawfully manufacturing, distributing, dispensing, possessing, or using controlled substances in the workplace. The following is a partial list of controlled substances:

* Narcotics (heroin, morphine, etc.)
* Cannabis (marijuana, hashish)
* Stimulants (cocaine, diet pills, etc.)
* Depressants (tranquilizers)
* Hallucinogens (PCP, LSD, "designer drugs", etc.)

A complete list of controlled substances as specified in Schedules I through V of Section 202 of the Controlled Substances Act (21 USC 812), or as defined in ORC 3719.01, is available through Administration.

C. Penalties & Procedures

Any employee violating the above policy is subject to discipline, up to and including termination, for the first offense. Any employee convicted of violating a criminal drug statute in the workplace shall inform MCBDD of such conviction (including pleas of guilty and nolo contendere) within five days of the conviction occurring. Failure to so inform MCBDD subjects the employee to disciplinary action, up to and including termination for the first offense. By law, MCBDD will notify the appropriate federal agency within 10 days of receiving such notice from an employee or otherwise receiving notice of such a conviction. All disciplinary action shall be applied according to collective bargaining agreements where applicable.

MCBDD reserves the right to offer employees convicted of violating a criminal drug statute in the workplace the opportunity to participate in an approved rehabilitation or drug abuse assistance program as an alternative to discipline. If such an opportunity is offered, and accepted by the employee, then the employee must satisfactorily participate in the approved program as a condition of continued employment.

D. Education

Employees have the right to know the dangers of drug abuse in the workplace, the Board's policy about them, and what help is available to combat drug problems. MCBDD will conduct a Drug-Free Awareness Program as part of an initial orientation for all new employees, and annually thereafter. To help employees in overcoming drug abuse problems, assistance is available through:

- Medical benefits for substance-abuse treatment;
- Counseling programs within Medina County;
- Information about community resources for assessment and treatment.

E. Acknowledgement

All employees shall be asked to acknowledge that they have read the above policy and agree to abide by it in all respects by completing the MCBDD Drug-Free Workplace Policy Agreement & Acknowledgement. By law, this acknowledgement and agreement are required of each employee as a condition of continued employment.

34. SEXUAL HARASSMENT

A. Prohibition

The ~~Medina County Board of DD~~ MCBDD prohibits sexual harassment of its employees in any form. This includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, where any of the following conditions are manifested:

1. Submission by an employee is required, either explicitly or implicitly, as a condition of employment;
2. Submission or rejection by an employee is the basis for an employment-related decision;
3. The conduct unreasonably interferes with an employee's work performance;
4. The conduct creates an intimidating, hostile, or offensive work environment.

Specifically, no supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development.

Other sexual harassing conduct in the workplace, whether committed by supervisors or non-supervisory personnel is also prohibited. This includes: offensive sexual flirtation, advances, propositions; verbal abuse of a sexual nature; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual; and the display in the workplace of sexually suggestive objects or pictures.

Any violation of this policy by any employee will not be tolerated and will result in disciplinary action.

B. Report of Incident

Employees who feel aggrieved because of sexual harassment have an obligation to communicate their problem immediately. All incidents involving sexual harassment shall be brought to the attention of Management.

Employees who feel comfortable doing so should directly inform the person engaging in conduct they feel is sexual harassing that such conduct is offensive and must stop. If any employee does not wish to communicate directly with the person whose conduct is felt to be offensive, for whatever reason, or if the alleged offender refuses to discontinue the conduct, the employee should then immediately contact the alleged offending party's immediate supervisor, and/or their own immediate supervisor for assistance. Employees who feel they have been sexually harassed by anyone, including those with Management authority, or any employee who feels that their complaints of sexual harassment to supervisors have not been remedied should immediately contact the Superintendent. Employees have the right to raise the issue of harassment under Title VII of the Civil Rights Act with an Equal Employment Opportunity Coordinator.

C. Investigation

It is MCBDD policy to investigate any known incidents of sexual harassment in a timely and confidential fashion. Regardless of the outcome, the initiation of a complaint of sexual harassment will not cause any reflection on the complaining employee, nor will it affect that employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development, unless the complaint is knowingly and intentionally false or misleading. Any employee who intentionally and knowingly makes a false or misleading complaint may be subject to disciplinary action, up to and including termination. Any charged employee shall be notified of the name of the person making the complaint, the time, place, and specific allegation in the complaint, including the names of any witnesses to the incident. The individual will also be afforded full rights of due process.

D. Penalties

Employees who have shown that they have participated in sexual harassment activities will be subject to progressive disciplinary action, according to collective bargaining agreements where applicable. Such disciplinary action may include, but not be limited to, administrative counseling, written warnings, mandatory professional counseling, limiting contacts with male/female employees, suspension, and/or termination.

E. Prevention

MCBDD shall seek to prevent sexual harassment by education of staff through ~~in-service~~ training. Every effort will be made to reduce those conditions that promote sexual harassment through ongoing discussion of policy with Management.

35. CONDUCT BETWEEN STAFF & ENROLLEES

It is the policy of ~~the Medina County Board of DD~~ Board to promote the growth, development, and independence of each individual enrolled in programs sponsored by MCBDD. Individuals will be afforded every possible opportunity for self-determination and choice. It is the intent of MCBDD to empower enrollees and their families in order to promote self-fulfillment as defined in the Mission Statement and Principles of the Board under Chapter 1 of the Policy Manual.

A. Staff Conduct

All staff members shall be familiar with the rights enumerated in ORC 5123.62 and observe those rights in their contacts with persons receiving services. To ensure enrollee rights, all involvement between staff members and individuals served by Board programs shall be in such a manner so as to respect the dignity of each individual, foster the positive regard for each person's worth, and enhance the supports provided through Board programs to enable the individual to participate in community life. In performing their duties, staff shall not use physical, verbal, or psychological abuse, or any other restrictions that withhold or inhibit individual rights:

1. Appropriate behavior support techniques shall be utilized to establish acceptable behavior limits and develop independent behavior. Group punishment or other actions meant to belittle or degrade individuals shall not be utilized.
2. When speaking to or about enrollees, staff shall use 'people-first language' and shall avoid all references to individuals unless speaking with staff, professionals, or providers who have a 'right to know'. Conversations with the individuals rather than about the individual should take place while in his/her presence. Staff speech should take into account individual differences and disabilities; a positive approach should always be used, using a moderate voice that is suitable for the occasion, absent of demeaning, belittling, or degrading speech. Threats or coercion are not permitted to be used under any circumstances.
3. Employees may choose to socialize during their free time with individuals with disabilities who are served by the ~~Medina County Board of DD~~ MCBDD. Although employees are free to choose to socialize with consumers of MCBDD services, they should be aware that:
    a) Employees choosing to socialize with consumers during off-the-clock hours will not be compensated for such activities. This is employee free time and is not work time.
    b) If an employee has any reason to believe that a consumer, guardian/parent/family member, friend, or caregiver of a consumer considers such voluntary socializing as an activity in any way sponsored or overseen by the ~~Medina County Board of DD~~ MCBDD, the employee should immediately clear up such misunderstanding and explain in understandable terms that the activity is not sponsored or overseen by the ~~Medina County Board of DD~~ MCBDD.
    c) The ~~Medina County Board of DD~~ MCBDD forbids any sexual interaction between employees and individuals served by MCBDD. Such prohibition is effective during work AND non-work hours. Any infraction of this policy will be cause for disciplinary action up to, and including, termination of employment.
    d) If an employee, at any time, during work or non-work time, becomes aware of any abuse, neglect, or any threat to the health or safety of a consumer served by the ~~Medina County Board of DD~~ MCBDD, it is the employee's responsibility to contact Service & Support Administration immediately and to report such activity.

B. Notice

This policy shall be reviewed with all Board employees during their initial orientation. In addition, this policy shall be provided to all enrollees, parents, families, legal guardians, providers, and other caregivers, as well as staff, on a yearly basis.

C. Penalties

Staff members who fail to follow the above policy shall be subject to disciplinary action, according to collective bargaining agreements where applicable.

36. USE OF ALCOHOL AND OTHER INTOXICANTS

The use, possession, or sale of any alcoholic beverage or other intoxicant in the workplace is strictly prohibited. In addition, reporting for work or performing one's job assignment under the influence of any alcoholic or intoxicating substance is also forbidden. Evidence of such use, possession, sales, or influence shall be grounds for disciplinary action, up to and including termination, in accordance with collective bargaining agreements, where applicable.

When an employee's behavior or performance raises a question about the employee's physical condition or ability to perform assigned duties properly or safely, the employee may, pending disciplinary action, be suspended with pay at any time that the Superintendent, or his/her designee, determines that the employee's presence on the job represents a potential danger to persons or property or would interfere with MCBDD's operations. Such action shall be in accordance with collective bargaining agreements, where applicable.

37. VOLUNTEER PROGRAM

A. Purpose

The Center may utilize volunteers to enhance the quality of programs. Volunteers will not be considered in staffing ratios or used to supplant existing staff.

B. Recruiting

Volunteers will be recruited via local public information publications, through speaking engagements, and other forms of contact with the general public.

C. Interview

Persons interested in providing a volunteer service on a regularly scheduled basis, will first contact the Volunteer Coordinator for an initial introduction to determine the volunteer's suitability, dependability, experience and motivation for providing effective programming.

D. Volunteer Service Plan

Regularly scheduled volunteers will work from a Volunteer Service Plan as outlined in procedure #406. This plan will outline duties, objectives, hours worked, and required training.

E. Assignment

Assignment of volunteers will be based on individual preferences and needs expressed by staff and the Volunteer Coordinator recommendations.

F. Training & Evaluation

Regularly scheduled volunteers are required to review the training manual provided to them at the initial introduction by the Volunteer Coordinator. Evaluation will be conducted by the departmental supervising staff to whom the volunteer reports, in accordance with duties outlined in their Volunteer Service Plan.

G. Dismissal

Failure of volunteers to meet the guidelines specified in the Volunteer Service Plan will be grounds for dismissal of the volunteer.

H. Recognition

Volunteers may be recognized for their service by receiving mention in the local information publication and may be awarded certificates or other commendations.

38. PROHIBITION OF VIOLENCE IN THE WORKPLACE

The ~~Medina County Board of Developmental Disabilities~~ MCBDD is committed to providing a work environment that is free from violence. This includes, but is not limited to, any Board facility, Board property, any place where a Board-related activity, event or function is conducted, and a Board vehicle or Board-approved vehicle used to and from a Board or Board-related activity, event, or function, such as a field trip or athletic event where enrollees are under the jurisdiction of MCBDD. Any acts or threatened acts of violence will not be tolerated. Any Board employee engaging in violent behavior will be subject to discipline, up to and including dismissal. The service of any volunteer engaging in threatening and/or violent behavior will be terminated. Staff, volunteers, or visitors engaging in violent behavior or threatened acts of violence may also be personally subject to criminal or civil liabilities.

For purposes of this policy, violent behavior, which specifically excludes behavior of consumers served by Board programs, is defined as:

1. Physically harming or threatening to harm an individual, group of individuals, or relatives of those individuals.
2. The possession on MCBDD property of weapons of any kind, or the brandishing of any object that could reasonably be perceived as a weapon.
3. Loud, angry, or disruptive behavior that is not a part of the typical work environment, as a result of which an employee or visitor feels physically at risk or threatened.
4. Callous or intentional disregard for the physical safety or well-being of others which could reasonably be expected to result in injury.
5. Intentional destruction of Board or employee property.
6. Commission of a felony or misdemeanor on Board property, or any place where a Board-related activity, event, or function is conducted.
7. Any other conduct that a reasonable person would perceive as constituting a threat of violence.

Procedures shall be adopted regarding how staff will deal with violence or potential violence directed toward enrollees, visitors, or other staff. Any employee who is subjected to, witnesses, or has knowledge of violent behavior of any of the types listed above, or has reason to believe that violent behavior may occur at or in connection with the activities of the ~~Medina County Board of Developmental Disabilities~~ MCBDD, is required to report it promptly to his or her Department Head, or to the ~~Personnel Manager~~ Director of Human Resources. Employees, volunteers, and visitors can raise concerns and make reports without fear of reprisal, and MCBDD will treat such reports as confidential to the extent circumstances permit.

39. MEDICAID FRAUD (ORC 5162.15)

All ~~Board~~ MCBDD employees (including management) shall receive the following information which shall be included in the employee handbook:

(a) The prevention and detection of Medicaid fraud, waste, and abuse as discussed in the employee code of conduct;
(b) Federal false claims law under 31 USC 3729 to 3733;
(c) Federal administrative remedies for false claims and statements available under 31 USC 3801 to 3812;
(d) Information concerning sections 124.341, 2913.40, 2913.401, and 2921.13 of the Ohio Revised Code and any other state laws pertaining to civil or criminal penalties for false claims and statements; and
(e) 'Whistleblower' protection under the law as specified in the above state and federal laws.

Written information concerning items (a) through (e) shall also be given to Board contractors and agents who provide services on behalf of MCBDD.

40. WORKER'S COMPENSATION BENEFITS

SOURCE:

Medina County Commissioners Policy #6.030 and Industrial Commission of Ohio.

Board employees are covered through the Medina County's self-insured Worker's Compensation plan as administered through the Bureau of Worker's Compensation (BWC). The following is a list of benefits provided to employees who experience work-related injuries:

1. Payment of medical care provided by a clinic, physician, hospital, or medical service as provided by law for the work-related injury or condition approved by the County's third-party administrator (TPA).
2. Payment of compensation (at the level prescribed by law) for disability after eight or more days lost from work, including weekends and holidays.

Revisions:
4.1-4.7.3 Human Resources: Approved 6/23/14 (Updated)
Emergency FML Expansion: Approved 4/27/20 (New)
4.2 Non-Discrimination in Employment: Approved 07/27/20 (Revision)
4.29 Non-Discriminatory Contracts: Approved 07/27/20 (Revision)
Ch. 4 Human Resources: Approved 10/28/24 (Entire Chapter Review and Revisions)

medina county board of developmental disabilities

2025-2027 Strategic Plan Recap



FOCUS AREA 1

Community Partnership

Enhancing partnerships and outreach that support inclusion, awareness, and engagement in the community.

Initiatives:

1. Increase Community Employment through community partnerships throughout the county.
2. Use community partners to increase inclusion and accessibility throughout the county.
3. Engage community partners through outreach and education.



FOCUS AREA 2

Wellbeing

Fostering a holistic approach that supports individuals throughout their lives.

Initiatives:

1. Connect individuals and families with supports and resources for wellbeing.
2. Increase advocacy skills for individuals to utilize throughout their lives.
3. Expand the utilization of technology to promote independence and inclusion.
4. Analyze sustainability of MCBDD supports and services



FOCUS AREA 3

Thriving Workforce

Cultivating professional workforces that are engaged, informed, invested, and valued.

Initiatives:

1. Assist in recruitment and retention for positions in the developmental disabilities field.
2. Support, train, and develop leadership and workforce.
3. Promote a culture of value and respect within the local DD system.
4. Engage workforces to increase communication and enhance relationships.

AT OUR CORE

We Are Grounded In Purpose

SERVICE & SUPPORT ADMINISTRATION

- InterRAI update: While we recently received information from DODD that the anticipated July 2027 date for funding changes is being pushed back, we are still completing our Phase Two/three individuals as quickly and efficiently as possible. Since starting in July, Ms. Ricci has completed 45 assessments and continues to schedule 4-6 per week!
- Since launching the formal mentor program at the beginning of this year, we've had six SSAs acting in that role with the new staff. The feedback from both new staff and mentors, as well as the managers, has been overwhelmingly positive and we are so happy to have this program in full swing.

COMMUNITY ENGAGEMENT

- October is National Disabilities Employment Awareness Month. Several articles, ads, and social media efforts highlighting the importance of employing people with disabilities were distributed during the month.
- On 10/1, we participated in the Wadsworth High School/MCEDC Career Fair to promote careers in the DD field and the Donor Scholarship.
- On 10/9, we participated in the Wadsworth Soprema Caregiver Expo to promote general agency awareness and resources for grandparents of people with developmental differences.
- On 10/11-17, we celebrated National Case Management Appreciation Week with social media campaigns featuring MCBDD staff.
- On 10/18, we provided runner bags for the RePlay for Kids 5K and Mile Fun Walk, held at MCBDD. Fox 8 News and Kickin It With Kenny (Crumpton) were here to cover the event.
- On 10/21, we participated in the Ohio Guidestones Truck or Treat event to promote general agency information and awareness.

Upcoming Events and Promotions:

- November promotions include Disaster Preparedness and Emergency Resources and Holiday Tips for People with Disabilities.

EARLY INTERVENTION

- September was a busy month for the EI program: we took in 33 new referrals.
- At the beginning of the month, we eliminated our two regionalized teams and combined into one large EI team.
- On 9/14, we hosted the popular Fall Toddler Playgroup at Mugrage Park. Attendance was estimated to be approximately 60 parents and their toddlers.
- Medina County EI is participating in story times at the Medina Library this fall. Staff is available at one story time weekly to engage families with questions related to child development, behavior, or anything related to our EI program and services.
- We are excited to continue to expand our assistive technology lending library which now includes the AAC communication applications Proloquo2Go and TouchChat. These programs are on our EI iPads and can be signed out by a provider to help support a family with either introduction to AAC or to utilize while they wait for an ordered personal device.

WINDFALL SCHOOL

- One new student was enrolled from Medina City Schools.
- A new partnership was created with Primrose daycare for behavior/classroom management. (FA 1)
- V3 Transportation hosted a Big Truck Event and provided lunch to all Windfall School staff and students. We had several other agency staff members to help as well. A special Thank You to Black River and Cloverleaf for providing transportation. (FA 1)
- Windfall Harvest Fest was a success! We had an increase in participation, and our Community Relations Department managed the photography and was able to send home family photos for each family. SSA Manager Jen Call was available to answer parent questions.
- Windfall School's Halloween will be on 10/30. Students are excited about all the activities that day.
- Friendsgiving is on 11/24, at 11:30 a.m., in the gym.

COMMUNITY SUPPORTS & DEVELOPMENT DEPARTMENT

Community Partnerships

- The **Interactive Tech Expo** was held on 9/24 at Summit Mall in collaboration with Summit County Board of DD. Over 40 vendors were present at the third annual event. A rough count of 500 people attended based on the number of bags distributed. We want to thank Connie Jack, Assistive Tech Specialist, Nicole Richter, Community Supports Manager, Sarah Hartman, Community Resource Coordinator, and John Krebs, Community Supports Manager, for spearheading this event with Summit County.
- In partnership with Drug Mart, the **Flu Vaccine Clinic** was held on 10/7 at MCAC. A total of 29 individuals were able to get vaccinated. Thank you to Megan Augustine, Health Services Coordinator, for helping to coordinate this with Drug Mart!

Past Trainings and Presentations

Date	Title of Training	Presenter	Target Audience
9/2/2026	Provider & SSA Mingle Topic: Remote Supports/DD System Updates *Attendance: 48*	Ed Dryer, Director of Community Supports & Development Jennie Petrarca, SSA Director John Thomas, SSA Manager	Providers & SSAs (FA 2-3A)
9/8/2026	ShiftAbility Provider Meeting *Attendance: 9*	Brian Hart, CEO, ShiftAbility	Providers (FA 2-3A)
9/23/2026	ShiftAbility Townhall *Attendance: 35* (FA 2-3A)	Brian Hart, CEO, ShiftAbility	Individuals / Families / Other Stakeholders / Providers

Upcoming Trainings and Presentations

Date	Title of Training	Presenter	Target Audience
10/21/2026	Independent Provider Meet & Greet Topic: Compliance Reviews	Courtney Jordan, Provider Relations and FSS Specialist & Kim Bernardi, Quality Support Specialist	Independent Providers
10/22/2026	Scam Squad	Thomas Condosta, Assistant Prosecutor, Medina County Prosecutor's Office	Individuals/Families Other Stakeholders Providers
11/5/2026	Career Planning 101	Jason Dresden, Employment Navigator	Individuals/Families Other Stakeholders Providers
11/18/2026	Provider & SSA Mingle Topic: Community Integration	Ed Dryer, Director of Community Supports & Development Jennie Petrarca, SSA Director	Providers & SSAs

Advocacy:

- September's Advocacy Meeting was held on 9/22, via Zoom, with two group homes, one day program, and two independent Advocates in attendance. We went over things going on around town and discussed a local children's book author, Deanna Szente. Her book, *Feelings That Matter*, was written to help children process their feelings about having a sibling with special needs and the difference in family dynamics. Our mini lesson was for Positive Thinking Day; we went over the power of positive thinking and its benefits.
- Our final **Leadership Academy** class took place on 9/15 where we went over the feedback from the mock interviews. We also encouraged the participants to express their thoughts about the complete course through feedback forms so this program can continue to grow and evolve. To conclude the session, the four participants attended the board meeting on 9/28 where they were recognized for their achievement and received their graduation plaques.

Provider Support

DSP Spotlight
William Stout was recognized for the October DSP Spotlight. After his retirement six years ago, Bill started working as an NMT driver for AC Passage and has been with them ever since. AC Passage shared this, *"Bill shows his passengers gentle care and support daily and has always only shown compassion for everyone aboard."* When asked, what is your favorite thing to do with the people you serve? Bill replied, *"I enjoy going to their plays and sporting events. It's great seeing them do something they enjoy and cheering them on."* Congratulations, William!!! Thank you for all you do!!!

Provider Appreciation Day at the Zoo - September 10, 2026 - Updates
The winners are:



Independent Provider - **Hollie Johnson** was the winner of ***Find Your Wild Side Basket #1***. Hollie was excited that her Christmas shopping for her husband was done.

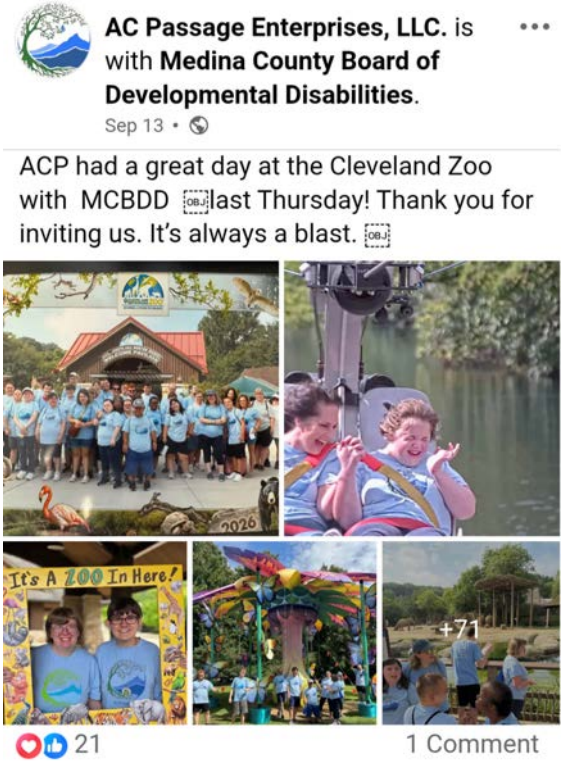


DSP - **Raymon Patterson** was the winner of ***Find Your Wild Side Basket #2***. Raymon generously said he was going to share the contents of the basket with his co-workers at SandiCare, LLC.

AND …
Ken Pickering was the winner of the *Animal Cracker Guessing Game*. Ken attended the event with his friends and staff from AC Passages, LLC.

Providers even posted pictures on Facebook:







OPERATIONS

- The Facility Needs Assessment is ongoing the week of 10/26.
- Microsoft Office Training was provided and completed at the following times:
  - October 9 – All Agency Inservice.
  - October 14 – All SSA Meeting (More detailed training specific to department).
  - October 16 – All Education Department (More detailed training specific to department).

SPECIAL OLYMPICS OHIO, MEDINA COUNTY – September 2026

GOLF: 25 Athletes + 25 Unified Partners
SOFTBALL: 45 Athletes + 7 Unified Partners
CORNHOLE: 43 Athletes

- 9/19/26 - Medina County Flash competed in the State Softball Skills Contest at Union County Joint Recreation District in Marysville, OH. Team results: two Gold, two Silver, and two Fourth-Place finishes.
  - 1st Place: Doering, Scott; Young, Robert.
  - 2nd Place: Casey, Mary Clare; Mzik, Molly.
  - 4th Place: Craig, Bryce; Davis, Carter.
- 9/20/26 - Medina County Flash competed in State Golf (Level 2 Alternate Shot Team Play) at Raymond Memorial in Dublin, OH. Team results: one Gold, one Silver, two Bronze, and one Fourth-Place finish; five pairs did not have a final placement listed in the official results.
  - 1st Place: Davis, Mike / Safarz, Eric.
  - 2nd Place: Miller, Kathy / Rockhold, Scott.
  - 3rd Place: Soldo, Jeff / Soldo, Michael; Cavicchi, Kevin / Cavicchi, Owen.
  - 4th Place: Popovich, Rick / Troicky, Chris.

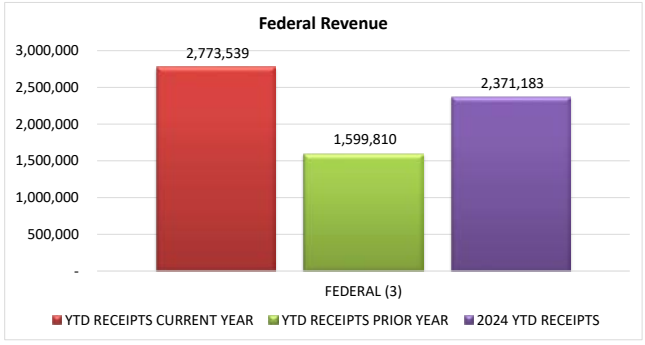
  - No final placement listed: Sundby, Eric / Sundby, Jared; Horrocks, Adam / Rasey, Tyler; Gervasi, Anthony / Rollins, Aaron; Mozingo, Ed / Mozingo, Silas; Doering, Scott / Tulenko, Michael.
- 9/27/26 - Medina County Flash competed in the NE Regional Cornhole tournament. Team results: six Gold, seven Silver, three Bronze, and one Fourth-Place finish; one pair did not have a final placement listed in the official results.
  - Modified Unified Doubles - 1st: Casey, Mary Clare / Scheck, Andrew; 2nd: Charles, Maurice / McNall, Cameron.
  - Traditional Doubles 21' - 1st: Leidy, Alida / Marsick, Sophia; Glaser, Shawn / Schiffman, Jayna; Doering, Scott / Moore, Chris.
  - Traditional Doubles 21' - 2nd: Bennett, Adrianna / Lewis, Jessica; Friedrick, Mikyta / Friedrick, Vadym; Radke, Mark / Shields, Kayla.
  - Traditional Doubles 21' - 3rd: Davis, Carter / Houseman, Chad.
  - Traditional Doubles 21' - 4th: Davis, Zoe / Plasco, Nate.
  - Traditional Doubles 27' - 1st: Daugherty, Megan / Fry, Josh; Behner, Ray / Straquadine, Andrew
  - Traditional Doubles 27' - 2nd: Chappelle, Brett / Lunar, Daverley; Cathcart, David / Snowball, Grant.
  - Traditional Doubles 27' - 3rd: Vandendriessche, Juan Pablo / Young, Robert.
  - Traditional Doubles 27' - No final placement listed: Federoff, Jason / Kungl, Austin.
  - Unified Doubles 27' - 2nd: Albright, Randy / Albright, Rob.
  - Unified Doubles 27' - 3rd: Davis, Jason / Harshman, Jason.
- 10/6/26 - Summer Sports Banquet (Golf, Cornhole, and Softball) was held at Windfall Gym. Thank you to City Barbecue for donating the dinner, and to Medina High School and St. Francis School for sending volunteers.

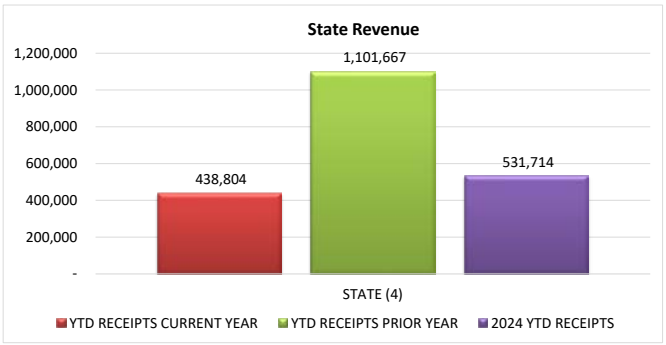
UPCOMING EVENTS:

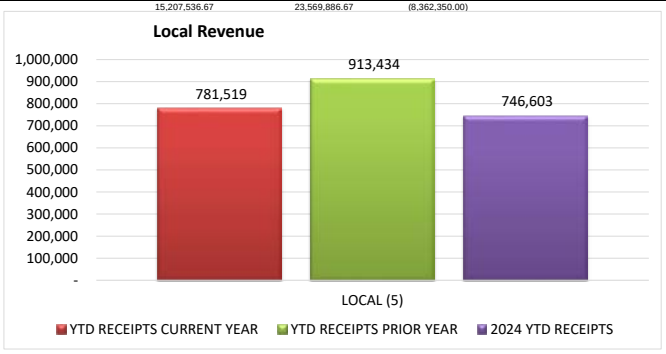
- 10/24/2026 – Cornhole State Event at Field Sports in Dublin, Ohio (Columbus area).
- 10/27/2026 and 10/29/2026 – Basketball Assessments at MCBDD.
- 11/3/2026 – Basketball and Swim practice seasons begin (Windfall Road / Medina Recreation Center).
- 11/27/2026 – Black Friday Bowl, the day after Thanksgiving.
- 1/24/2027 – Swim Regionals at Canton McKinley High School, Canton, OH.
- 2/6/2027 – Basketball Regionals at Cloverleaf Rec Center, Lodi, OH.
- 2/19/2027 – Special Olympics Ohio State Indoor Winter Games (Swim & Basketball) at Ohio State University, Columbus, OH.
- Special Olympics event calendar is now live and can be subscribed to here: Special Olympics Event Calendar.
- Medina Special Olympics has a new website: sooh-medinaflash.org.

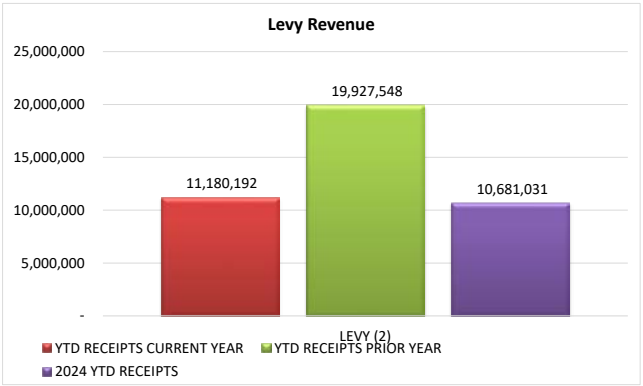
MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
MONTHLY STATEMENT OF RECEIPTS
ALL FUNDS (1) - NEW REPORT BY CATEGORY
9/30/2026

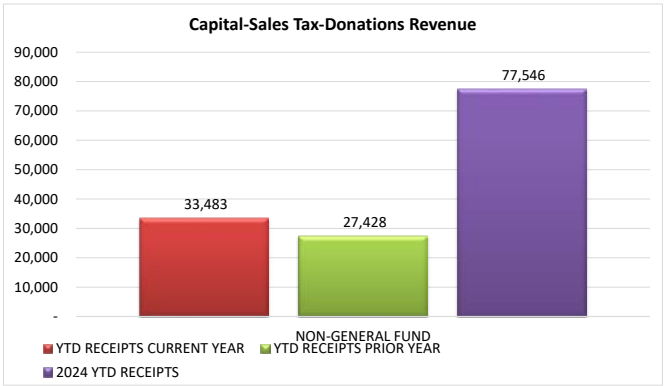
REVENUE CATEGORY	BUDGETED RECEIPTS	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	VARIANCE ANALYSIS: YTD RECEIPTS CURRENT YEAR	YTD RECEIPTS PRIOR YEAR	INCREASE (DECREASE)	% INCR. (DECR.)	MTD % 75.00% / % OF BUDGET RECEIVED
LEVY (2)	20,286,010	-	-	-	10,109,246	1,070,947	-	-	-	-	-	-	-	11,180,192	19,927,548	(8,747,356)	(43.90)	55.11
FEDERAL (3)	3,729,958	986,637	85,876	122,042	748,439	105,697	337,431	82,942	93,898	210,577	-	-	-	2,773,539	1,599,810	1,173,729	73.37	74.36
STATE (4)	972,000	53,476	75,329	48,655	48,611	43,817	38,343	44,215	21,640	64,719	-	-	-	438,804	1,101,667	(662,863)	(60.17)	45.14
LOCAL (5)	1,101,739	61,698	157,380	29,042	189,894	108,862	83,227	54,153	39,077	58,186	-	-	-	781,519	913,434	(131,915)	(14.44)	70.94
NON-GENERAL FUND	37,400	7,767	-	2,825	10,490	150	940	9,302	40	1,968	-	-	-	33,483	27,428	6,054	22.07	89.53
	26,127,107	**1,109,578**	**318,584**	**202,563**	**11,106,679**	**1,329,474**	**459,941**	**190,612**	**154,655**	**335,450**	**-**	**-**	**-**	**15,207,537**	**23,569,887**	**(8,362,350)**	**(35.48)**	**58.21**
check:	26,127,107	1,109,578.15	318,584.42	202,563.15	11,106,679.24	1,329,473.58	459,941.23	190,612.02	154,655.27	335,449.61	-	-	-	15,207,536.67	23,569,886.67			
TRANSFER (9)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-		
														15,207,536.67	23,569,886.67	(8,362,350.00)		

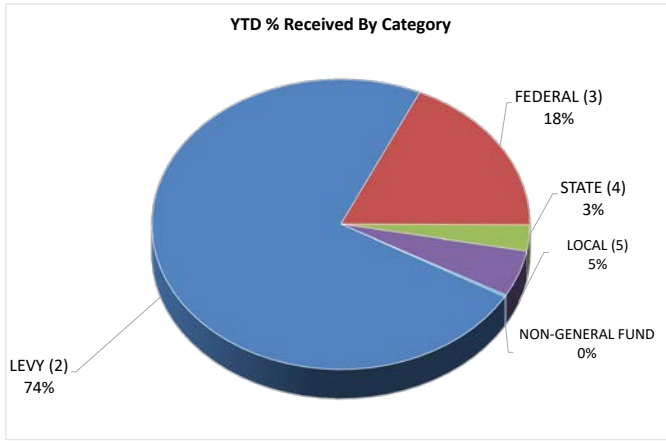










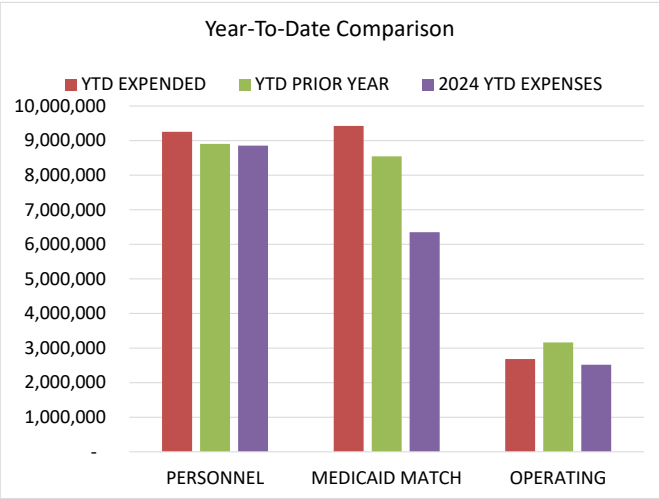


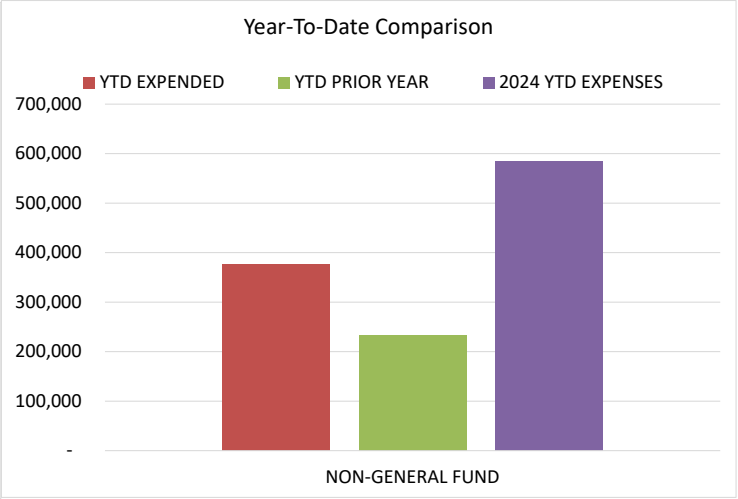
Footnotes:

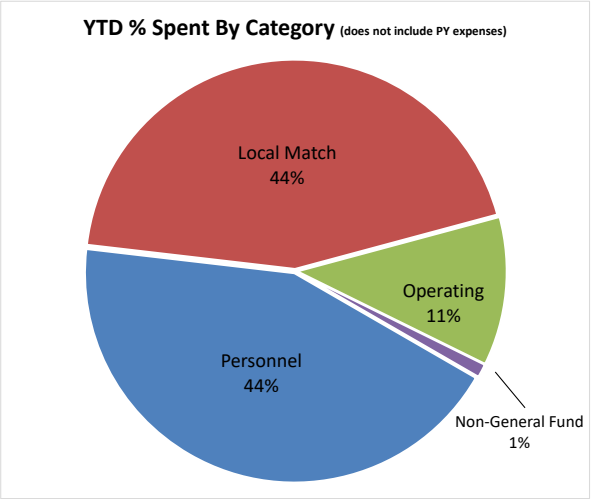
1. This report combines all funds for MCBDD (General (3300), Capital (2855), Capital Sales Tax (2856) and Donated (3315)).
2. LEVY - Real Estate taxes and Rollback/Homestead (paid by the State) are each received twice a year. Typically in April/May and August/September, respectively. CY25 levy revenue increase is due to the repayment of NEXUS taxes owed for previous years that were under appeal.
3. FEDERAL - Targeted Case Management (TCM), Waiver, Medicaid Administrative Claiming (MAC) revenues, as well as other Federal grants (Title XX, National School Lunch, Title VI). Medicaid Settlements - cost report and waiver match reconciliations. For CY26 budgeted for FY24 waiver match reconciliation and CY23 cost report settlement. Received the CY22 Cost report settlement ($899,742) in January 2026 that was expected December 2025. Received FY24 waiver match reconciliation in April ($477,618.17).
4. STATE - Ohio Department of Education and Workforce (ODE-W) subsidy, as well as other State grants (Rental Assistance Program (RAP), Attorney General School Safety Grant, Keeping Families Together (KFT), and Capital Housing pass-thru funds). CY25 had two capital housing projects (pass-thru) - Feb and Sep.
5. LOCAL - School tuition, EI service coordination contract, county vehicle maintenance management, JFS match share, school lunch accounts, auction, scrap, rent, refunds, benefit contributions for PT staff.
6. CAPITAL - State capital grant funds (non-residential) - State FY bi-ennium cycle (last received in 2024), other miscellaneous.
7. SALES TAX - Sales tax funds received for the benefit of capital projects for Windfall School only. Received quarterly.
8. DONATIONS (including interest and refunds): Mar - $2,825.00 (Storypoint East bake sale proceeds - $125 to donor scholarships, Robert Sefcik for camperships - $1,200, Mark & Lisa Krosse for donor scholarships - $1.500), Jun - $940.39 (Community Shred day $910.39 to Donor Scholarship fund, Donation in lieu of flowers for mother of former client, also passed - $25 to Community Supports, found money (inter-office envelope) - $5 to Special Events), Aug - Paula & Greg Majoros $40 to Memorial Grove for brick (W.W.), Sep - $1,000 confidential donation to be used to award one additional scholarship in CY2027.
9. TRANSFER - Cash transfer from general fund to capital improvement fund - no cash transfers expected in CY26.

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
MONTHLY EXPENDITURE STATEMENT
ALL FUNDS (1) - NEW REPORT BY CATEGORY
September 2026

								YTD VARIANCE ANALYSIS				MTD %	75.00%
EXPENSE CATEGORY	INITIAL BUDGET	BUDGET CHANGES	ADJUSTED BUDGET	YTD PRIOR YEAR EXPENSES (3)	JUL	AUG	SEP	YTD BUDGET	YTD EXPENDED	YTD PRIOR YEAR	INCREASE (DECREASE)	CY UNSPENT BALANCE	% SPENT
PERSONNEL (4)	13,276,708	-	13,276,708	-	993,135	1,017,610	984,162	9,753,625	9,254,246	8,904,843	349,403	4,022,463	69.70
LOCAL MATCH (2)	13,455,055	-	13,455,055	73,748	18,712	4,455,999	20,312	10,091,291	9,425,494	8,545,127	880,367	4,103,309	69.50
OPERATING (5)	4,681,383	-	4,681,383	242,876	205,663	393,311	225,080	3,511,037	2,684,009	3,164,369	(480,360)	2,240,250	52.15
NON-GENERAL FUND (6)	445,280	-	445,280	154,758	37,085	110,199	21,050	333,960	376,421	232,769	143,652	223,617	49.78
	31,858,427	**-**	**31,858,427**	**471,382**	**1,254,595**	**5,977,119**	**1,250,604**	**23,689,914**	**21,740,169**	**20,847,108**	**893,061**	**10,589,639**	**66.76**
				MTD PRIOR YEAR EXPENSES (3)	**80**	**-**	**-**		**471,382**	**602,370**	**(130,988)**		
	31,858,427	0	31,858,426.65	471,382	1,254,595.19	5,977,118.58	1,250,603.70	23,689,914	21,740,169.49	20,847,108.01		10,589,639	
TRANSFER (7)	-	-	-	-	-	-	-	-	-	-	-	-	
RESERVE GENERAL (8)	10,985,275	(88,884)	10,896,391	-	-	-	-	10,896,391	-	9,528,651	1,367,740	10,896,391	-
RESERVE CAPITAL (8)	2,400,000	-	2,400,000	-	-	-	-	2,400,000	-	1,467,357	932,643	2,400,000	-
	13,385,275	**(88,884)**	**13,296,391**					**13,296,391**	**-**	**10,996,008**	**2,300,383**	**13,296,391**	**-**







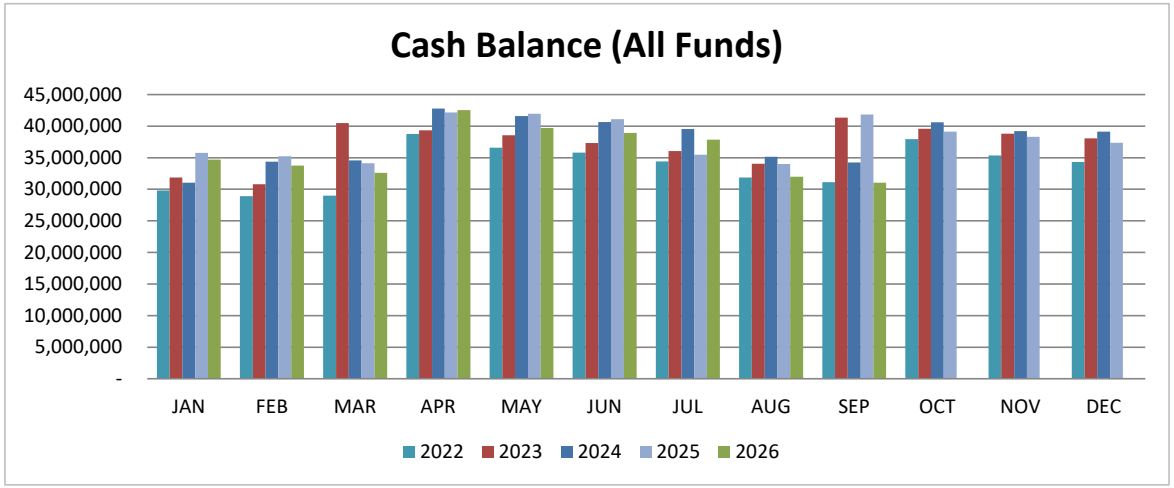
FOOTNOTES:

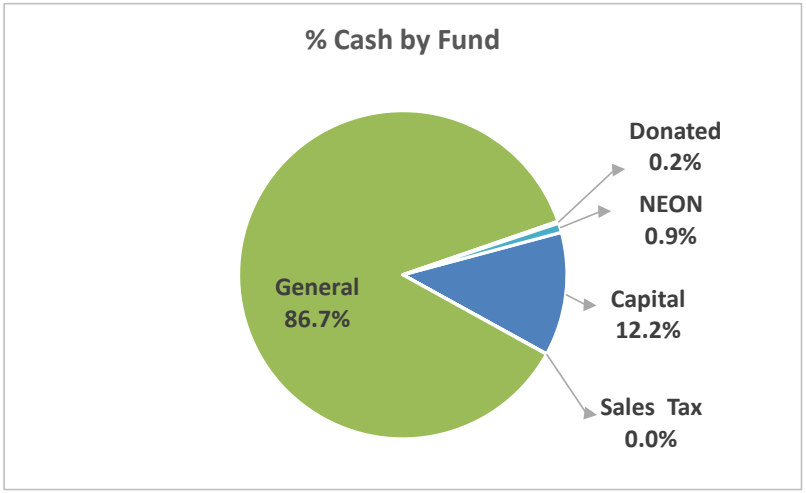
1. This report combines all funds for MCBDD (General (3300 , Capital (2855), Sales Tax (2856) and Donated (3315)); Initial Budget is the initial approved 2026 Budget. Budget changes are for appropriation transfers, increases or decreases that occur after the intial budget is approved. Adjusted budget is current budget net of budget changes.
2. Local Match includes quarterly payments (Jan, Apr, Jul, Oct) plus 5th invoice (Jul) to DODD for Medicaid match, as well as match for those individuals living in a DC (monthly).
3. Prior Year Expenses is 2025 expenses paid in 2026. Starting in 2026, the unspent budget and % spent formulas will not include PY expenditures.
4. Personnel - three pay months (May and October 2026). Group Health is paid 2x/month, Dental is paid monthly.
5. Operating includes such expenses as supplies, fees, insurance, contract services, utilities, travel, training, equipment, etc.
6. Non-general fund category includes capital improvements, capital sales tax and donated fund expenses. CY2024 included the workshop ADA bathroom renovation costs.
7. Transfers- This is not an expense but is needed when money is transferred between funds (e.g. general fund to the capital improvement fund). None needed for 2026.
8. Reserve - Designated reserve accounts authorized by ORC 5705.222 (C). The general reserve gets adjusted every year once the prior year books close. General reserve can be up to 40% of prior year expenses.

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
CASH BALANCE FOR MONTH ENDING: SEPTEMBER 30, 2026

			CURRENT YEAR	PRIOR YEAR	NET CHANGE (3)
FUND #	2855	Capital Fund	1,378,940.25	2,846,246.30	(1,467,306.05)
	2855	Capital Fund Reserve (2)	2,400,000.00	1,467,357.00	932,643.00
	2856	Capital Sales Tax Fund	13,640.34	29,968.66	(16,328.32)
	3300	General Fund	16,015,211.30	27,821,044.23	(11,805,832.93)
	3300	General Fund Reserve (2)	10,896,391.00	9,528,651.00	1,367,740.00
	3315	Donated Fund	61,087.33	57,942.17	3,145.16
	NA	Residential Fund- Held by NEON (1)	285,408.36	107,778.57	177,629.79
		TOTALS	**31,050,678.58**	**41,858,987.93**	**(10,808,309.35)**
		RESERVE TOTAL	**13,296,391.00**	**10,996,008.00**	**2,300,383.00**
		TOTALS LESS RESERVES	**17,754,287.58**	**30,862,979.93**	**(13,108,692.35)**

FUND	CASH BALANCE	% OF TOTAL CASH
Capital	3,778,940.25	12.2%
Sales Tax	13,640.34	0.0%
General	26,911,602.30	86.7%
Donated	61,087.33	0.2%
NEON	285,408.36	0.9%
	31,050,678.58	**100.0%**





Footnotes:

1 - Cash held by NEON is used to pay Supported Living and Family Support Services. The annual cash transfer to NEON occurred in January 2026, compared to April in the prior year, resulting in a timing-related difference in reported fund balance.

2 - Reserve accounts are authorized under Ohio Revised Code 5705.222. The General Reserve balance is projected to decrease to $10,896,391 in February 2026, primarily due to prior-year expenditures coming in below budget, resulting in an adjustment needed to this account.

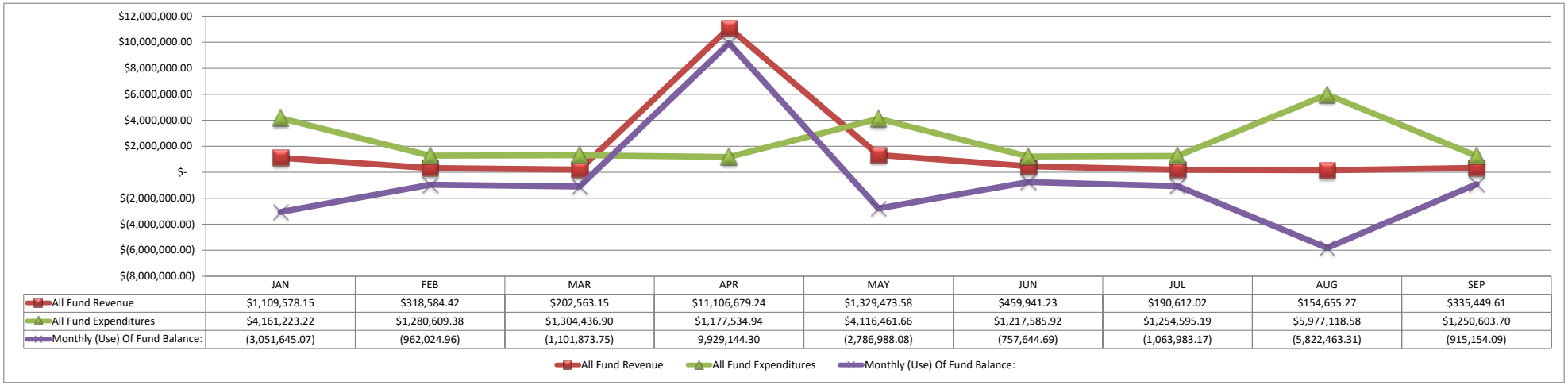
3 - Net Change - Year-over-year net changes reflect fund-specific activity and timing factors. The Capital Fund decrease is attributable to expenditures associated with prior-year capital project budgets and change to the capital reserve account. The Capital Sales Tax Fund change reflects the timing of revenue receipts and project expenditures. The General Fund change is primarily driven by the change in the general reserve appropriation and also reflects the deficit spending trend that began in 2025.

MEDINA COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
MONTHLY CASH FLOW
8/31/2026

FUND	DESCRIPTION	BEGINNING BALANCE	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	YTD TOTAL
2855	Capital Improvements Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	**$ 4,110,508.66**
2855	Capital Improvements Expenses		$ 3,380.00	$ 74,808.48	$ 81,851.35	$ -	$ 25,376.15	$ 9,496.60	$ 37,085.00	$ 80,073.83	$ 19,497.00	**$ 331,568.41**
	Total Cash Available:	**$ 4,110,508.66**	**$ 4,107,128.66**	**$ 4,032,320.18**	**$ 3,950,468.83**	**$ 3,950,468.83**	**$ 3,925,092.68**	**$ 3,915,596.08**	**$ 3,878,511.08**	**$ 3,798,437.25**	**$ 3,778,940.25**	**$ 3,778,940.25**
2856	Capital Sales Tax Revenue		$ 7,767.36	$ -	$ -	$ 10,489.75	$ -	$ -	$ 9,302.40	$ -	$ -	**$ 55,465.34**
2856	Capital Sales Tax Expenses		$ -	$ -	$ 11,825.00	$ -	$ -	$ -	$ -	$ 30,000.00	$ -	**$ 41,825.00**
	Total Cash Available:	**$ 27,905.83**	**$ 35,673.19**	**$ 35,673.19**	**$ 23,848.19**	**$ 34,337.94**	**$ 34,337.94**	**$ 34,337.94**	**$ 43,640.34**	**$ 13,640.34**	**$ 13,640.34**	**$ 13,640.34**
3300	General Fund Revenue		$ 1,101,810.79	$ 318,584.42	$ 199,738.15	$ 11,096,189.49	$ 1,329,323.58	$ 459,000.84	$ 181,309.62	$ 154,615.27	$ 333,481.88	**$ 48,275,350.88**
3300	General Fund Expenditures		$ 4,157,843.22	$ 1,205,800.90	$ 1,210,210.55	$ 1,176,734.94	$ 4,091,085.51	$ 1,208,089.32	$ 1,217,510.19	$ 5,866,919.75	$ 1,229,554.20	**$ 21,363,748.58**
	Total Cash Available:	**$ 33,101,296.84**	**$ 30,045,264.41**	**$ 29,158,047.93**	**$ 28,147,575.53**	**$ 38,067,030.08**	**$ 35,305,268.15**	**$ 34,556,179.67**	**$ 33,519,979.10**	**$ 27,807,674.62**	**$ 26,911,602.30**	**$ 26,911,602.30**
3315	Donated Fund Revenue		$ -	$ -	$ 2,825.00	$ -	$ 150.00	$ 940.39		$ 40.00	$ 1,967.73	**$ 64,114.83**
3315	Donated Fund Expenditures		$ -	$ -	$ 550.00	$ 800.00	$ -	$ -		$ 125.00	$ 1,552.50	**$ 3,027.50**
	Total Cash Available:	**$ 58,191.71**	**$ 58,191.71**	**$ 58,191.71**	**$ 60,466.71**	**$ 59,666.71**	**$ 59,816.71**	**$ 60,757.10**	**$ 60,757.10**	**$ 60,672.10**	**$ 61,087.33**	**$ 61,087.33**
ALL	All Fund Revenue		$ 1,109,578.15	$ 318,584.42	$ 202,563.15	$ 11,106,679.24	$ 1,329,473.58	$ 459,941.23	$ 190,612.02	$ 154,655.27	$ 335,449.61	**$ 52,505,439.71**
ALL	All Fund Expenditures		$ 4,161,223.22	$ 1,280,609.38	$ 1,304,436.90	$ 1,177,534.94	$ 4,116,461.66	$ 1,217,585.92	$ 1,254,595.19	$ 5,977,118.58	$ 1,250,603.70	**$ 21,740,169.49**
	Total Cash Available:	**$ 37,297,903.04**	**$ 34,246,257.97**	**$ 33,284,233.01**	**$ 32,182,359.26**	**$ 42,111,503.56**	**$ 39,324,515.48**	**$ 38,566,870.79**	**$ 37,502,887.62**	**$ 31,680,424.31**	**$ 30,765,270.22**	**$ 30,765,270.22**
		check	34,246,257.97	33,284,233.01	32,182,359.26	42,111,503.56	39,324,515.48	38,566,870.79	37,502,887.62	31,680,424.31	30,765,270.22	30,765,270.22
	Monthly (Use) Of Fund Balance:		(3,051,645.07)	(962,024.96)	(1,101,873.75)	9,929,144.30	(2,786,988.08)	(757,644.69)	(1,063,983.17)	(5,822,463.31)	(915,154.09)	(6,532,632.82)

FOOTNOTES:

(1) Funds held at NEON are not included here since money available is already included as a transfer from Fund 3300, earmarked for Supported Living and Family Support Services (NEON balance 9/30/26: $285,408.36)



Sep 2026 - Invoice History by GL Account
Account then vendor Summary

Account-Vendor	Sum of AMOUNT
Advertising	
Alonovus Corp	1,083.75
The Gazette	1,255.00
Wadsworth Communicat	125.00
Advertising Total	**2,463.75**
Capital Projects	
Budget Blinds Of Med	9,900.00
Kamm Star Contractor	9,597.00
Capital Projects Total	**19,497.00**
Contract Services	
Ac Passage Enterpris	6,039.08
Achievement Centers	1,200.00
American Red Cross H	84.00
Anoh Phylippe	490.56
Apollo Pest Control	95.92
Armstrong Cable Serv	304.90
Baldwin-Wallace Univ	1,500.00
Birch Manor Iii Inve	646.00
Brittco Llc	3,550.00
Campo Mark J	360.00
Center For Marketing	24,255.00
Consumer Support Ser	1,701.87
Cossel Susan	792.12
E.S. Beveridge & Ass	102.00
Fairlawngig	600.00
Gold Care Services	1,200.00
Heavenly Housing Med	626.80
Hr Works Inc	2,520.00
Indeed Inc	79.80
Independent Employme	3,851.88
Innovation Food Serv	1,128.60
Internet Data Manage	600.00
Intervention For Pea	928.64
Jento Solutions Inc.	2,549.42
Kelly Tabitha	595.80
Knowbe4 Inc	4,347.00
Language Learning As	911.12
Larlham Hattie	3,522.24
Mcgarvey Stacy	3,000.00
Medina County Transi	4,444.36
Medina Creative Acce	1,289.29
Medina Creative Hous	1,844.72
Medina Metropolitan	581.00
Microsoft	3,420.00
Midwest Innovations	7,210.98
Onebridge Support Se	416.50
Pathway Church	1,649.18
Powell Michelle	282.90
Project 16	440.00
Remind101 Inc	906.94
Society For Handicap	3,627.15
Special Olympics Of	3,332.00
Spurlock Dianne	1,026.10
Summa Health Corp	718.40
Summit Housing Devel	500.00
Summit Mall	2,060.00
The Employment Colla	1,000.00
Tossinou Nadine	490.29
Total Education Solu	33.00
Treasurer State Of O	664.00
Viaquest Day And Emp	950.72
Visual Edge It Inc	1,245.54
Weidus Mark	1,103.31
Wellability Llc	1,425.93
White Belinda	198.03
Windfall Industries	26,304.28
Contract Services Total	**134,747.37**

Sep 2026 - Invoice History by GL Account
Account then vendor Summary

Account-Vendor	Sum of AMOUNT
Dental	
Delta Dental Plan Of	10,518.36
Dental Total	**10,518.36**
Equipment	
Adaptivemall.Com, Ll	1,846.22
Apple Inc	5,180.00
Equipment Total	**7,026.22**
Fees	
Huntington National	1,600.00
Treasurer State Of O	566.25
Fees Total	**2,166.25**
Gasoline	
Wex Bank	225.91
Gasoline Total	**225.91**
Local Match	
Treasurer State Of O	20,311.82
Local Match Total	**20,311.82**
Materials	
Famous Enterprises	116.45
Home Depot Credit Se	1,057.96
Northrich Company	141.10
Wolff Brothers Suppl	447.49
Materials Total	**1,763.00**
Other Expenses	
American Red Cross H	897.00
S.A.N.D. Chapter 43	80.00
Other Expenses Total	**977.00**
Printing	
Minuteman Press	122.23
Printex, Inc.	2,055.00
Printing Total	**2,177.23**
Rentals	
Pitney Bowes Global	347.73
Rentals Total	**347.73**
Special Projects	
Momentum Agencies	31,320.00
Nurturing Hands And	250.00
Special Projects Total	**31,570.00**
Supplies	
Amazon Capital Servi	4,750.19
Borden Dairy	183.78
Buckeye Cleaning Cen	107.00
Crown Trophy Of Medi	100.00
Dollamur Sport Surfa	1,976.43
Fun And Function	95.49
Gordon Food Service	1,372.65
Home Depot Credit Se	82.79
Midwest Engraving	52.50
Pitney Bowes Inc	134.44
Pitney Bowes Reserve	1,957.50
Rehabmart, Llc	126.56
The Gazette	220.00
Trevipay	848.86
United Business Supp	1,543.96
Supplies Total	**13,552.15**

Sep 2026 - Invoice History by GL Account
Account then vendor Summary

Account-Vendor	Sum of AMOUNT
Travel/Training	
Bates Carey	179.52
Call Jenifer	113.67
Casey Amy	186.50
Cooper Kristen	103.36
Dresden Jason	10.64
Fulton Savanah	131.10
Gear Michael	119.53
Greater Medina Chamb	25.00
Harris Hope	289.11
Hetkey Patricia	86.79
Humphrey Debbie	171.76
Huntington National	1,130.03
Jack Connie	381.99
Jaeger Amber	207.48
Kaptein Megan	148.66
Kirkpatrick Sherri	109.14
Konyesni Haylee	179.97
Lino Danielle	473.84
Majkrzak Ashley	273.07
Majoros Paula	443.08
Mayes Hannah	216.60
Mericola Alex	77.67
Newcomer-Haas Jennif	222.60
Northern Medina Coun	25.00
Ohio Association Of	185.00
Ohio Provider Resour	450.00
Palasik Megan	248.29
Pokrzywa Nikolas	33.14
Ricci Caitlyn	162.26
Ross David	307.74
Schell Taylor	111.94
Schindler Natasha	53.96
Scozzaro Christine	150.48
Smith Amy L	92.72
Strauss Valerie	120.46
Ulmer Paxton	145.46
Wachsberger Diana	124.11
Zingales Samantha	37.62
Travel/Training Total	**7,529.29**
Utilities	
Columbia Gas Of Ohio	539.79
First Communications	2,473.06
Medina County Sanita	2,408.84
Ohio Edison Company	14,103.16
T-Mobile	2,069.77
Wm Corporate Service	492.08
Utilities Total	**22,086.70**
Grand Total	**276,959.78**

Financial Statements for the month of September 2026

The following financial reports are submitted for acceptance by the Board of the Medina County Board of Developmental Disabilities:

1. **Statement of Revenue for the period ending September 30, 2026.**
2. **Statement of Expenses for the period ending September 30, 2026.**
3. **Statement of Cash Balance for the period ending September 30, 2026.**
4. **Statement of Monthly Cash Flow for the period ending September 30, 2026.**
5. **Vendor-Account Summary Report for the month of September 2026.**

By: Carey A Bates 10/5/26

Carey A. Bates, Director of Business **Date**

By: Stacey Maleckar 10/14/26

Stacey Maleckar, Superintendent **Date**

Note: There should be a motion and a roll call vote to accept the statements as presented.

Medina County
board of developmental disabilities

RESOLUTION #33-26

OCTOBER 26, 2026

ACCEPTANCE OF FINANCIAL STATEMENTS
FOR THE MONTH OF SEPTEMBER, 2026

A motion was made by _____, and seconded by _____, to authorize the Board to accept the financial reports for the month of September, 2026.

THE MOTION WAS CARRIED AND ASSIGNED RESOLUTION #33-26.

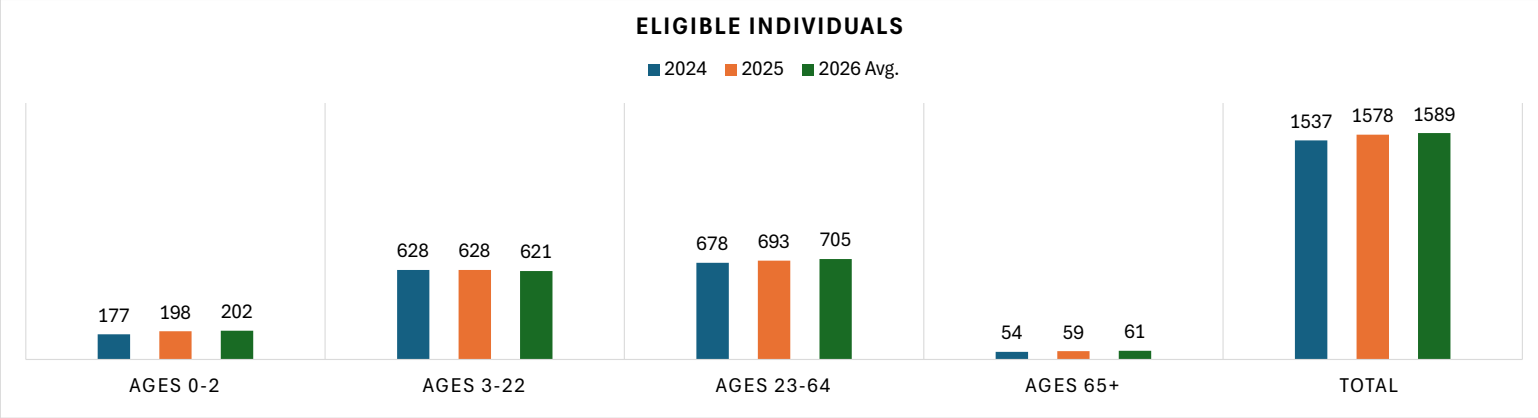
_____
Board Chair
Medina County Board of Developmental Disabilities

DRAFT

Medina County Board of Developmental Disabilities

- Board Stats -

	Year End		2026													
Eligible Individuals:	**2024**	**2025**	**JAN**	**FEB**	**MAR**	**APR**	**MAY**	**JUN**	**JUL**	**AUG**	**SEP**	**OCT**	**NOV**	**DEC**	**YTD**	**Projected YTD**
Ages 0-2	177	198	194	195	197	202	206	215	209	201	195					
Ages 3-22	628	628	627	626	623	619	620	622	614	615	625					
Ages 23-64	678	693	694	697	701	703	699	702	712	718	721					
Ages 65+	54	59	60	60	63	62	61	62	60	60	61					
TOTAL	**1537**	**1578**	**1575**	**1578**	**1584**	**1586**	**1586**	**1601**	**1595**	**1594**	**1602**					
% Change to prior period	**3%**	**3%**	**-0.2%**	**0.2%**	**0.4%**	**0.1%**	**0.0%**	**1%**	**0%**	**0%**	**1%**					
New Referrals:																
Ages 0-2	379	395	27	30	25	46	37	25	21	27	33				**271**	**361**
Ages 3-22	135	144	15	12	7	12	5	9	10	10	10					
Ages 23-64						2	0	1	4	2	0					
Ages 65+						0	0	0	0	0	0					
TOTAL	**514**	**539**	**42**	**42**	**32**	**60**	**42**	**35**	**35**	**39**	**0**				**327**	**436**
Windfall School:																
Enrolled Students	**41**	**45**	**46**	**45**	**45**	**45**	**45**	**44**	**42**	**47**	**47**					
****Individuals Assigned to:***																
SSA	957	989	995	1000	1003	1010	1011	1020	1020	1030	1046					
Information & Referral (I&R)	298	303	299	304	302	302	316	314	312	313	310					
Individuals Served with Local Funding:																
**Ohio ISP Authorized Services	126	122	71	74	74	73	74	80	77	80	77					
***Family Support Services (FSS)	148	169			89	92	95	106	121	124	127					
Staffing Statistics:																
Board Approved Positions	**139**															
YTD Turnover 6.47%			3	2	2	2	1	2	0	1	0					



Footnotes:

*SSA Assigned - May or may not be receiving services - new children, new adult, assigned SSA for assessment & information gathering (about 90 days) if no services move to I&R

*Information & Referral (I&R) Assigned - Active, eligible, not receiving services

**Ohio ISP Authorized services could include: residential, adult day services, employment supports, non-medical transportation services

***FSS counts are lower in the first part of every year because this funding has an annual re-application for eligibility.

Medina County Board of Developmental Disabilities

- Contract Report -

Received 7/1/2026-9/30/2026

Italicized - not listed on previous quarter's report

Contracts to be Approved by Board	Contrac Approved by Superintendent	NAME OF CONTRACTOR	Responsible Department	SERVICE PROVIDED BY MCBDD	SERVICE RECEIVED BY MCBDD	START-END DATE	CONTRACT RATE	CONTRACT MAXIMUM	DATE APPROVED	DATE RECEIVED	NOTES:
	X	Project M LLC (dba Project 16)	Education		Dance Classes for Windfall School	8/24/26-5/17/27	$44 per session for (5 sessions every Monday throughout the school year)	$ 6,600.00	7/29/2026	8/19/2026	**New contract**. Switched from contracted music class to contracted dance class. This was developed through a Community Supports department community inclusion partnership.
X	X	Language Learning Associates, LLC (LLA Therapy)	Education	Amendment	Speech, OT, COTA & PT Services	7/1/26-6/30/27	SLP/OT rate - $70.00/hour; PT rate - $72.00/hour; COTA $51.50/hour	$ 297,000.00	7/29/2026	8/6/2026	Amendment adds COTA services
	X	ESC of Medina County	Education		Substitute Nursing Services	7/1/26-6/30/27	$49.50/hour - sub nurse $69.00/hour - dir. of nursing (oversight for above)	$ 7,500.00	7/20/2026	7/31/2026	Renewal. 5% increase to rates. Prior year, no change in rates. Used for school nurse absences.
	X	Momentum Agencies	Community Relations	Amendment 2	Rental Agreement for Refresh vehicle (mobile restroom)	7/1/24-12/31/26	$2610/day	$234,900.00	8/14/2026	8/14/2026	Only change to this amendment was to end date agreement 12/31/26. A new contract was developed to start 1/1/27.
	X	Innovation Foods	Dietary		School Lunch Meals	8/18/26-5/25/27	$4.18 per lunch	$ 16,093.00	7/9/2026	7/17/2026	Lowest bid. Same vendor as previous school year. Cost increased $0.19/meal or 5%.

Ombudsman Report
3rd Quarter - 2026

MCBDD OMBUDSMAN REPORT

	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
ELIGIBLE	6	10	8	5	4	6	6	5	6			
NOT ELIG	5	3	4	3	3	1	3	1	1			
I & R	3	2	2	3	2	2	2	1	1			
CARRY OVER	3	4	7	3	2	4	3	3	3			
CLOSED	2	0	0	0	2	0	2	2	0			
IEPS ATTENDED	0	2	1	3	2	2	0	2	3			
0-2	1	2	1	1	1	0	0	0	0			
age 3-22	7	7	12	8	5	9	5	3	5			
age 23-64	1	0	1	3	4	3	1	1	1			
65 +	2	1	0	2	1	1	1	1	1			
Totals	11	15	14	14	11	13	11	7	8			

Eligible- receives DD Services
Not Eligible- not receiving DD Services
Carry over- Ombudsman services carry over to new month/quarter/year
I & R- Information and Referral
Closed- cases closed during during the quarter

Medina County Board of Developmental Disabilities

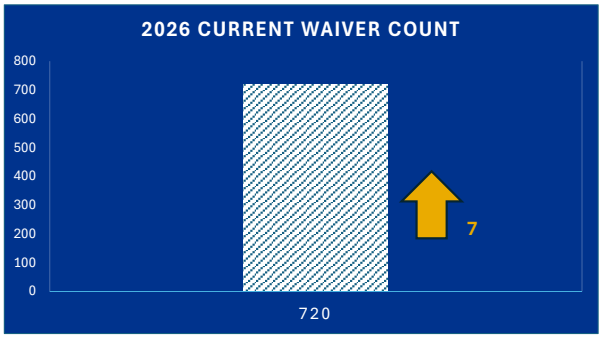
- Waiver Statistics -

Third Quarter 2026

2026 Starting Waiver Count	713

2026 Budgeted Waiver Allocations	
Individual Options Waiver - IO	32
Level One Waiver - L1	26
Self-Empowered Life Funding Waiver - SELF	0
	58

Year-to-Date	
Additional:	23
Removed:	-16
Net Change:	7



1st Quarter

Type:	Jan. 1	Additional	Removed	Changed	Mar. 31	Net Change
IO	396	2	-6	3	395	-1
L1	270	2		-3	269	-1
SELF	47				47	0
TOTAL WAIVER COUNT	**713**	**4**	**-6**	**0**	**711**	**-2**

2nd Quarter

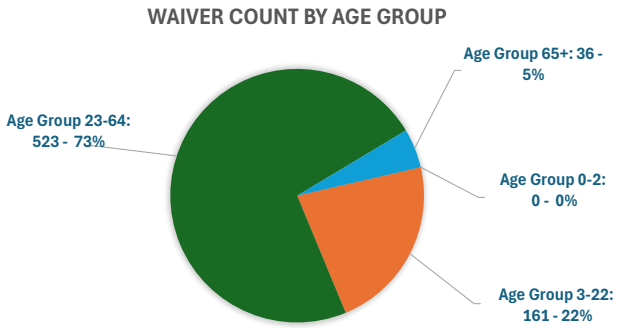
Type:	Apr. 1	Additional	Removed	Changed	Jun. 30	Net Change
IO	395	1	-3	9	402	7
Level One	269	6		-8	267	-2
SELF	47		-1	-1	45	-2
TOTAL WAIVER COUNT	**711**	**7**	**-4**	**0**	**714**	**3**

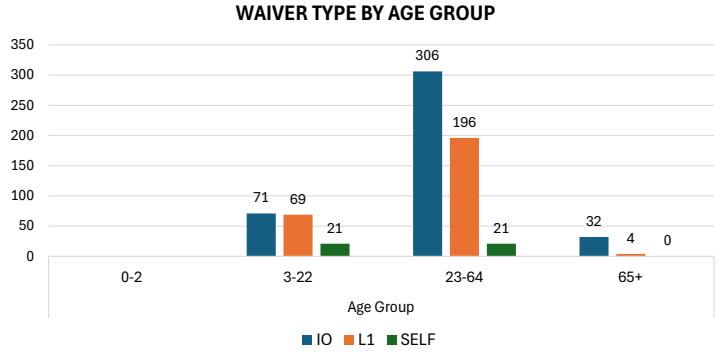
3rd Quarter

Type:	Jul. 1	Additional	Removed	Changed	Sep. 30	Net Change
IO	402	5	-2	2	407	5
Level One	267	7	-3	-1	270	3
SELF	45		-1	-1	43	-2
TOTAL WAIVER COUNT	**714**	**12**	**-6**	**0**	**720**	**6**

2026 Current Waiver Count	720	3% change over prior year, same period

Waiver Type	Age Group			
	0-2	3-22	23-64	65+
IO		71	306	32
L1		69	196	4
SELF		21	21	0
TOTAL WAIVER COUNT	**0**	**161**	**523**	**36**





DODD Waiver Information:
https://dodd.ohio.gov/waivers-and-services/waivers

2024, 2025, and 2026 MUI Comparison

Through the third quarter of 2026, MCBDD recorded 127 Major Unusual Incidents (MUIs), compared to 269 incidents reported during 2025, and 251 reported during 2024. Of the Q1, Q2, and Q3 2026 incidents, 15 have been substantiated. There are currently 6 Category A MUIs pending due to ongoing investigations. Incident volume remains stable between all three quarters of 2026.

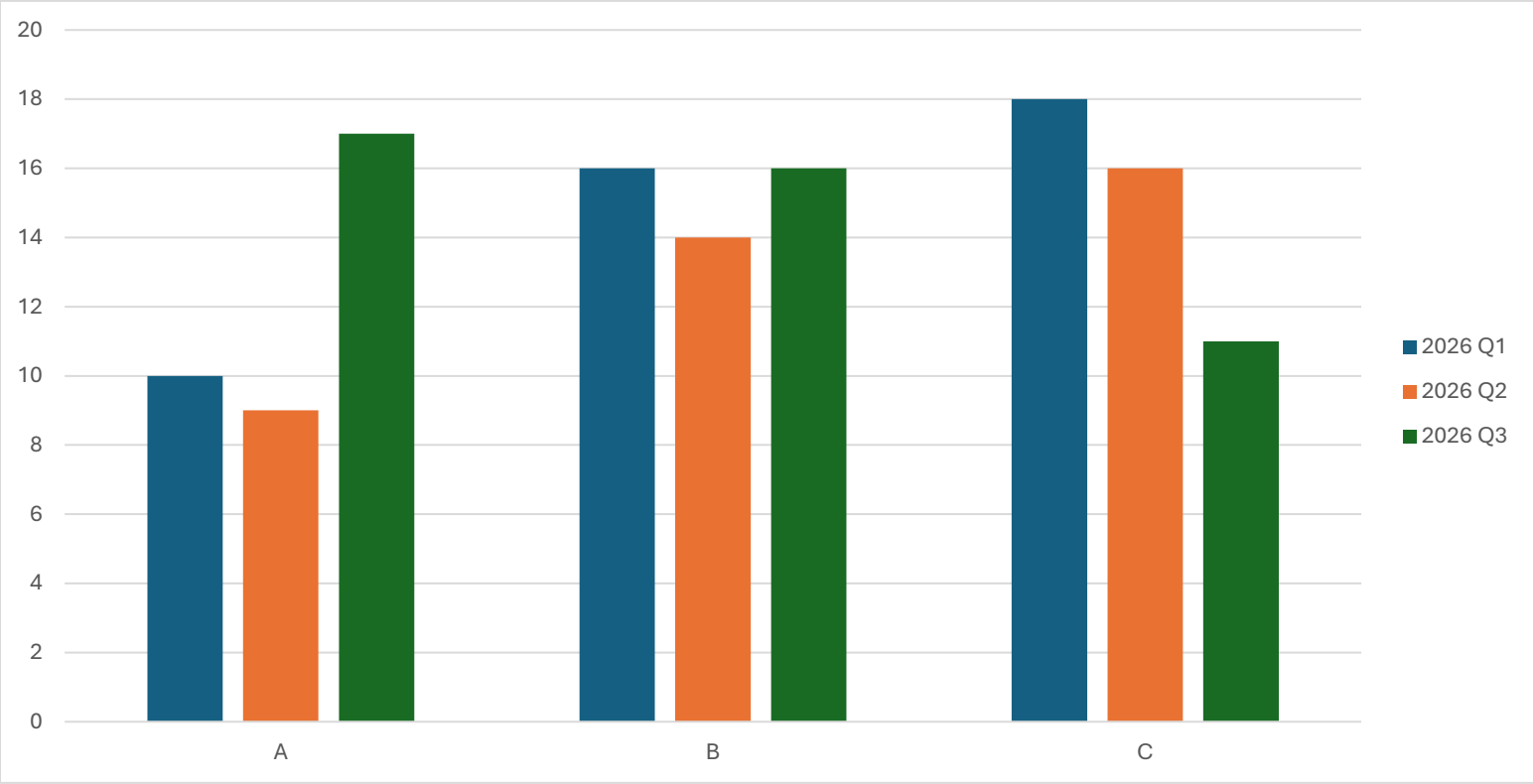
MUI Incident Summary							
MUI Type	**2024 Total**	**2025 Total**	**2026 Q1**	**2026 Q2**	**2026 Q3**	**YTD**	**Substantiated 2026**
Alleged Abuse-Emotional	13	15	0	1	5	6	0
Alleged Abuse-Physical	29	22	3	1	4	8	3
Alleged Abuse-Sexual	4	7	1	0	0	1	0
Alleged Neglect	29	37	2	4	6	12	6
Attempted Suicide	2	2	1	0	0	1	0
Death Other Than Unexplained or Unanticipated	9	15	3	4	2	9	0
Exploitation	4	1	2	0	0	2	1
Failure to Report	2	1	0	0	0	0	0
Law Enforcement	12	9	3	2	1	6	0
Medical Emergency	8	3	2	0	1	3	0
Misappropriation	15	29	2	3	2	7	5
Missing Individual	6	1	2	2	0	4	0
Peer to Peer- Physical	8	10	2	0	4	6	0
Peer to Peer- Sexual	8	10	4	1	4	9	0
Peer to Peer- Theft	0	3	0	0	0	0	0
Peer to Peer- Exploitation	2	0	0	2	0	2	0
Peer to Peer- Verbal	2	2	0	0	0	0	0
Prohibited Sexual Relations	0	1	0	0	0	0	0
Significant Injury	16	21	2	5	5	12	0
Unanticipated Hospitalization	74	64	12	11	7	30	0
Unapproved Behavioral Support	8	16	3	3	3	9	0
Grand Total	251	269	44	39	44	127	15

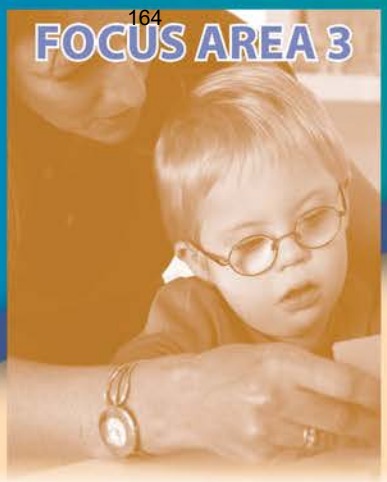
MUI Category Summary for 2026

Through the third quarter of 2026, 127 incidents were reported across all MUI categories. Category B incidents now account for the largest share (46 incidents), followed by Category C (45 incidents) and Category A (36 incidents).

Category	2026 Q1	2026 Q2	2026 Q3	Grand Total
A	10	9	17	36
B	16	14	16	46
C	18	16	11	45
Grand Total	**44**	**39**	**44**	**127**

Category Comparison by Quarter for 2026





medina county board of developmental disabilities

2026 Action Plan Dashboard

Progress • Highlights • Concerns

October 2026

Thriving Workforce

Cultivating professional workforces that are engaged, informed, invested, and valued.

1. Assist in recruitment and retention for positions in the developmental disabilities field.

1a. The DSP Job and Resource Fair was held on 6/10 with little participation. The provider workgroup has decided it was not effective and will look at other ideas/options for next year.

1b. Four agencies participated in the food and transportation assistance program. Based on low utilization, this program will not continue next year.

1c. MCBDD staff turnover rate continues to be in single digits for this year at 5.76% as compared to double digits last year. HR Works is currently reviewing our non-bargaining pay scales to ensure that we remain competitive within the local job market.

2. Support, train, and develop leadership and workforce.

2a. Two Frontline Supervisor Mingles have been held. The 2nd mingle had two people attend. After reviewing feedback, engagement, and cost effectiveness, Frontline Supervisor Training will not continue in 2027.

2b. Multiple trainings have occurred for MCBDD staff. On 10/9, all staff were trained in Outlook email best practices, calendars, One Note and cyber security. On 10/14, SSA received more specific training on advanced functions of Outlook email and calendars, and school staff received this training on 10/16. One-on-one training is being provided for staff as needed.

2c. Four MCBDD Leadership sessions have occurred including emotional intelligence, productive conflict, and funding. The last two sessions are scheduled for October and December and include training in creating professional brands and presentation skills.

3. Promote a culture of value and respect within the local DD system.

3a. Personal stories identifying times when people felt excluded or were treated inequitably were gathered from staff and shared in the staff newsletter quarterly. “Inside the Circle” activity was completed at the October MCBDD staff in-service so staff could see what they had in common with each other to foster a sense of belonging.

3b. Multiple opportunities have centered on the MCBDD core value of “Inclusion” and continue to occur throughout the year including videos, staff articles, trading cards, posters, and figurine men. Core Values week will take place from November 2-6.

4. Engage workforces to increase communication and enhance relationships.

4a. Two provider work groups were established; Job/Resource Fair and Sustainability. The Provider Sustainability Workgroup has been meeting on a regular basis to discuss long-term sustainability. A meeting for the entire Provider Advisory Committee will be held in November and a plan for 2027 will be developed.

4b. Website pages are being revamped for federal ADA guidelines and to ensure that information is more readily available to providers. Also, a PDF functionality audit is being conducted to identify hard to reach information.

4c. Members of management have been inviting staff members to attend cross departmental meetings which has facilitated staff appreciation with other departments do on a day-to-day basis.

Progress Color Coding: On track to complete by end of 2026 | Concerns for completing by end of 2026 | Barriers to completing by end of 2026

AC PASSAGE ENTERPRISES LLC. **OCTOBER 1, 2026**



OCTOBER NEWSLETTER

KEEP THE DATE OF NOVEMBER 12TH @ 10:30 OPEN FOR THE PLAY!!!!!

Happy October! The air is getting cooler, the leaves are changing color, and we are so excited to share a brand-new month with you. With October being a busy transition month, we're pausing this week to talk about something incredibly important: mental well-being and finding balance. October is one of our favorite months of the year at AC Passages. Our annual field trip to Ramseyer Farms is planned for the 14th. The Halloween party, which includes trick or treat here at the center, will be Friday October 30th! We also have a fishing day planned in hopes the weather permits! Lots of fall activities to be enjoyed in the beautiful autumn weather that we are blessed with in Ohio each year.

September was full of activities. A day at the Cleveland Zoo celebrating DSPs with the Medina County Board is always an awesome day. The weather was perfect and many of our individuals had fun riding the zip line in addition to viewing the adorable animals. Thank you MCBDD for such a great day! ACP friends enjoyed a wonderful field trip to the Richland County Carousel and ate lunch from the Coney Island Cafe. There is an article you can read found at richlandsource.com. Nicole Myers, Program Coordinator said, "AC Passage regularly takes its participants into the community for a variety of events. Every month, I coordinate a field trip, community outings, lunch outings," Myers said. "We go to the parks. We do so much." The program includes 35 individuals, though not everyone attends on the same day. Myers noted that the outings give participants opportunities to meet people, build relationships, and become part of their communities: "People need to know we're here. We're here and we need to get out and let everybody know that we are all one happy family in the world. They were so excited... I mean, they are so happy right now". Access the Arts, Pickleball, and Bowling were all part of our month as well.

ACP Day Center is excited to welcome Hailey, a DSP-U Intern, into our program this fall. We were part of this program a couple years ago and it is such a great opportunity to help high school students learn about this incredible field and what a great opportunity it is to become a DSP for such wonderful people. DSP-U introduces students to a high-demand, high-impact career path. Through the program, students gain hands-on experience, classroom instruction, and the opportunity to earn the Certificate of Initial Proficiency (CIP). This credential allows graduates to immediately step into roles as direct support professionals, a field projected to see continued growth in the coming years, according to the U.S. Department of Labor. The program also benefits local service providers by connecting them with a talent pool of already-trained and credentialed professionals. Internship partnerships with several local organizations offer students real-world experience while helping to fill critical workforce gaps in the county. We are happy to be a part of this program again.



SAVE THE DATE!!

OCTOBER 30TH

ACP HALLOWEEN PARTY!!!

FOOD AND DESSERTS AND MUCH FUN TO BE HAD AND THE BEST PART.... TRICK OR TREAT!! MORE DETAILS TO COME LATER THIS MONTH!!



medina county board of developmental disabilities

- Understanding - Communicable Diseases



Tuesday, September 22

11:00 am

In-person and virtual
Medina County Achievement Center
4691 Windfall Rd., Medina

Registration Required
Click Here to Register Online

With flu and cold season coming up, join the Medina County Health Department to gain a better understanding about the spread and reporting of communicable diseases. Learn more about prevention measures, what is reportable and when to call the Health Department.

ALL PROVIDERS ARE WELCOME TO ATTEND

For questions or to register by phone:
Call: Maggie Skultety, MCBDD Training Specialist
330-725-7751 x133
or Email: mskultety@mcbdd.org

Medina County
board of developmental disabilities
www.mcbdd.org

Event Calendar

Windfall School

Join Us For...

FALL FEST

Thursday, October 15

5:30 - 7:00 pm

Windfall School
4691 Windfall Road
Medina, Ohio 44256

Sensory Friendly Trick or Treating!



Fall Fun Starts Here!

Grab your family and friends and join us for the Windfall School Fall Fest! Packed with games, activities, and plenty of smiles. It's the perfect way to celebrate the season with our school community!

Wildcat Made crafts and products will also be available for purchase. Check out their amazing creations for fall!

ANYONE IS WELCOME TO ATTEND

If you plan on joining us, please scan the QR code to RSVP.

Medina County board of developmental disabilities
330-725-7751 | www.mcbdd.org

Questions?
Call: Casey Smith, Windfall School Assistant Director
330-725-7751 x269
Email: csmith@mcbdd.org

PUBLIC MEETINGS

Today

Brunswick Hills Township Board of Zoning Appeals, regular meeting, 7 p.m., town hall, 1918 Pearl Road.

Cloverleaf Board of Education, work session, *6 p.m., elementary school room A220. — canceled.*

Gloria Glens Village Council, regular meeting, 7 p.m., Town Hall, 7966 Lake Road.

Granger Township trustees, regular meeting, 4 p.m., admin building, 3717 Ridge Road.

Medina City Council, budget hearing, 5 p.m., city hall, 132 N. Elmwood Ave.

Medina County Planning Commission, regular meeting. 6:30 p.m., county administration building in balcony room B, 144 N. Broadway St.

Spencer Township Zoning Commission, regular meeting, 7 p.m., township office, 110 N. Main St.

Spencer Village Streets Committee, regular meeting, 7 p.m., municipal building, 109 N. Main St.

Thursday

Guilford Township Zoning Commission, regular meeting, 7 p.m., Town Hall, 3800 Greenwich Road.

Medina County District Library Board of Trustees, special meeting to conduct board business, 5 p.m., Medina library, 210 S. Broadway St.

Medina County Health Department Health Center Co-Applicant Board, regular meeting, 11:30 a.m., health department, 4800 Ledgewood Drive.

Medina Historic Preservation Board, regular meeting, 5 p.m., followed by Planning Commission at 6 p.m. and Board of Zoning Appeals at 7 p.m., rotunda, 132 N. Elmwood Ave.

Medina Township trustees, regular meeting, 7 p.m., town hall, 3799 Huffman Road.

Wadsworth Audit Committee, regular meeting, 2 p.m., administration conference room, 120 Maple St.

York Township Board of Zoning Appeals, regular meeting, 6:30 p.m., York Town Hall/Fire Station Complex, 6609 Norwalk Road.

ALMANAC

The Associated Press

Today is Wednesday, Oct. 7, the 280th day of 2026. There are 85 days left in the year.

Today's history

■ In 1765, the Stamp Act Congress convened in New York to draw up colonial grievances against England.

■ In 1916, in the most lopsided victory in college football history, Georgia Tech defeated Cumberland University 222-0 in Atlanta.

■ In 1985, Palestinian gunmen hijacked the Italian cruise ship Achille Lauro in the Mediterranean Sea. The hijackers shot and killed Leon Klinghoffer, a Jewish American tourist in a wheelchair, and pushed him overboard, before surrendering on Oct. 9.

■ In 1992, trade representatives of the United States, Canada and Mexico initialed the North American Free Trade Agreement during a ceremony in San Antonio, Texas, in the presence of President George H.W. Bush, Canadian Prime Minister Brian Mulroney and Mexican President Carlos Salinas de Gortari.

Today's birthdays

Today's Birthdays: Author Thomas Keneally is 91. Singer John Mellencamp is 75. Rock musician Tico Torres (Bon Jovi) is 73. Cellist Yo-Yo Ma is 71. TV personality Simon Cowell is 67. Singer-actor Toni Braxton is 59. Rock singer-musician Thom Yorke (Radiohead) is 58. Actor Nicole Ari Parker is 56. Football Hall of Famer Charles Woodson is 50. Singer Taylor Hicks is 50. Actor Omar Miller is 48. MLB player Mookie Betts is 34. Actor Kira Kosarin is 29. Actor Lulu Wilson is 21.

WEATHER

TODAY: Mostly sunny 76/49
THURSDAY: Partly cloudy 70/42
FRIDAY: Mostly sunny 69/42
SATURDAY: Mostly sunny 76/56

CORRECTIONS & CLARIFICATIONS

The Medina Gazette is committed to providing accurate news coverage. Call us at (330) 721-4060 to let us know about factual errors.

LOTTERY

Ohio (Tuesday)

Midday Pick 3: 0-5-3, **Pick 3:** Not available at press time.
Midday Pick 4: 8-9-6-8, **Pick 4:** Not available at press time.
Midday Pick 5: 0-2-8-9-8, **Pick 5:** Not available at press time.
Rolling Cash 5: Not available at press time.
Rolling Cash 5 jackpot is $120,000.
Classic Lotto jackpot is $3.9 million.

Millionaire for Life

MONDAY: 2-9-21-41-57, **Millionaire Ball:** 5.
TUESDAY: The numbers were not available at press time.

Mega Millions

TUESDAY: The numbers were not available at press time.
Next Mega Millions jackpot is an estimated $345 million.

Powerball

MONDAY: 16-23-32-36-54, **Powerball:** 9, **Power Play:** 2.
Next Powerball jackpot is an estimated $485 million.

Ohio (Monday)

Pick 3: 8-5-1,
Pick 4: 3-9-8-0,
Pick 5: 1-0-7-8-0,
Rolling Cash 5: 2-26-33-34-37,
Classic Lotto: 3-5-22-29-39-49, **Kicker:** 9-9-5-7-8-1.

THE GAZETTE

Wednesday, October 7, 2026, No. 243
Medina (non-toll area).....(330) 725-4166
All other Ohio areas..... (800) 633-4623

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Witches Night Out in Medina

Witches Night Out in the Medina Square will take place 5-8:30 p.m. on Oct. 22. Attendees can pick up a passport for a chance to win prizes.

There will be group photos at Huntington Bank, free samples, giveaways at participating locations, themed specials at participating stops, a mini salon at the VCS Pop-Up Shop, a free party limo, costume contests and the witches dance at 8 p.m.

Accessibility services at the Medina County District Library

During the Medina County District Library's most recent strategic plan, the organization worked with the Medina County Board of Developmental Disabilities to review its facilities for ways to better serve patrons.

The following services are available for people with autism or sensory needs:

■ Adapted story times that provide a supportive environment for children with autism, sensory integration challenges or adaptive needs. Look for upcoming sessions at mcdl.info/Storytimes.

■ Adapted toy packs that include five themed books and an interactive toy equipped with an external button for children of all abilities. They are available at all Medina County District Library locations, with a limit of one per library card.

■ Sensory kits are geared toward youths and adults with autism or sensory challenges and have items that facilitate a calming effect. They are available at all Medina County District Library locations for in-library use only.

The following services are available for memory care:

■ Buckeye Library offers fun activities, chances to socialize and resources to those living with memory loss and their care partners. The upcoming schedule can be viewed at mcdl.info/Memory-Cafe.

■ Reading2Connect books are modified to compensate for a reader's visual or cognitive deficits while maintaining the integrity of the writing. They are available at all Medina County District Library locations.

■ Stay Sharp Kits are for early to middle stages of memory loss and contain books and activities focused on a theme.

■ Memory Care Kits are for middle to later stages of memory loss. They include picture books, a music CD, and theme-focused activities, as well as books and self-care information for caregivers. They are available at all Medina County District Library locations.

The following services are available for audio-visual needs:

■ Kits include reading magnifiers. Kits are available for checkout for two weeks and include multiple styles and magnification strengths. View contents and reserve a kit online or by calling 330-723-2463.

■ Free recorded books, magazines and playback equipment are available by mail to eligible Ohio residents who are blind, visually impaired, physically disabled or reading disabled. Download the application online or call 330-722-2590 to have a library staff member assist.

■ The hearing loop sends the speaker's voice from the microphone directly to hearing assistive devices, eliminating ambient noise. It works with cochlear implants and hearing aids equipped with a T-coil. Hearing loops are available throughout the Medina library.

■ All Medina County District Library locations offer a bin of noise-canceling headphones for use at any time that don't need to be checked out.

Road closures

The following roads in Homer Township will have intermittent closures or delays while crews are present for road repairs through Friday:

■ Black River School Road from the county line to River Corners Road.

■ Firestone Road from Greenwich Road, U.S. Route 224, to Jeffrey Road.

■ Jeffrey Road, from the county line to Spencer Road, state Route 301.

The roads will be open to local traffic, emergency vehicles and school buses, but delays are possible, so plan accordingly.

— from staff reports

ROUNDUP

BLOTTER

Medina Police

Saturday, Oct. 3
2:31 p.m. — East Washington Street; police assisted after a patient left an emergency room. Police later located the patient and returned them.

Sunday, Oct. 4
3:19 p.m. — White Oak Circle; police responded to a dispute over a vehicle key.

Monday, Oct. 5
3:49 p.m. — Quail Roost Drive; a resident reported the unwanted use of a vehicle.

11:05 p.m. — Weymouth Road and Spring Grove Street; a driver was cited with speeding and having expired license plates. The vehicle was towed.

Medina Township

Thursday, Sept. 24
1:25 p.m. — Pearl Road; police responded to a vehicle dealership regarding concerning text messages sent to an employee following a financing dispute. The dealership requested that the customer be barred from the property and not contact employees further.

Friday, Sept. 25
9:02 a.m. — Medina Road; police barred a man from Speedway at the request of store management and advised him he was no longer permitted on the property.

Saturday, Sept. 26
7:09 p.m. — Pearl Road; police responded to a hit-skip crash in which a Ford struck a BMW, damaging its front bumper. A citation was issued.

10:15 p.m. — Williamsburg Court; a man was accused of punching another man. The suspect was issued a summons for assault and released to his wife.

Montville Township

Tuesday, Sept. 29
1:49 p.m. — Waterbury Drive; police received a report of possible gunshots in the area. Officers checked nearby homes but found no one shooting.

Wednesday, Sept. 30
6:19 a.m. — Wadsworth Road and Poe Road; police stopped a Ford F-150 following a traffic complaint. Officers warned the driver about the vehicle's license plate display.

7:38 p.m. — Northampton Drive; police responded to a complaint about a dog barking throughout the day. Officers did not hear any barking upon arrival.

10:36 p.m. — Triple Crown Drive; a resident reported that a package containing a temperature gauge was stolen from the porch. The theft was captured on video.

RECORDER

From A1

To advocate for more local control over the Ohio Housing Trust Fund fees currently collected by the Medina County recorder's office. Currently, 50 percent of the fees collected are sent to the state of Ohio to be distributed for homeless shelters, emergency home repairs, handicapped accessibility modifications and other services related to affordable housing. Medina County has consistently received far less than we contribute. The money collected from our residents should be used locally to help with our affordable housing/emergency housing shelter needs.

Quade: The excessive intrusion of party politics and political games undermines the foundations of public service and trust in government. I will come to the office with no political agenda.

Sharon A. Ray, 64

Party: Republican
Education: Graduate of Wadsworth High School, University of Akron and John Glenn Public Leadership Academy.
Family: Son, Matt; grandson, Roman; a rescued polydactyl cat affectionately called "His Highness."
Job history: Internal auditor, Roadway Express, 11 years; Wadsworth city councilwoman; bailiff, Wadsworth Municipal Court; Medina County commissioner; state representative, Ohio House District 66.
Website: SharonRay.org



Ray

Scott Quade, 60

Party: Democrat
Education: Bachelor of arts and bachelor of science, Miami University; master's degree, Kent State University.
Family: Married with two adult daughters.
Job history: Retired Medina Schools teacher with 34 years of service.
Website: friendsofquadeforohio.my.canva.site.



Quade

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Name:
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Addr 2:
City, State ZIP:
Managing Editor (Name and complete mailing address)
Name: SCOTT MAHONEY
Addr 1: PO BOX 4010
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10. Owner (Do not leave blank. If the publication is owned by a corporation, give the name and address of the corporation immediately followed by the names and addresses of all stockholders owning or holding 1 Percent or more of the total amount of stock. If not owned by a corporation, give the names and addresses of all the individual owners. If owned by a partnership or other unincorporated firm, give it's name and address as well as those of each individual owner. If the publication is published by a nonprofit organization, give it's name and address.)

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Full Name	Complete Mailing Address

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The purpose, function, and nonprofit status of this organization and the exempt status for federal income tax purposes:
☐ Has Not changed During Preceding 12 Months
☐ Has Changed During Preceding 12 Months (Publisher must submit explanation of change with this statement below)

PS Form 3526, July 2014

cyan A2 magenta A2 yellow A2 black A2

ETHIOPIA

Police ask residents to help restore order

The Associated Press

MEKELLE, Ethiopia — Ethiopia's federal police fanned out Friday across the regional capital of Tigray after anti-government forces pulled out, calling on residents over loudspeakers to help establish a new administration following the rebels' withdrawal.

Over the weekend, government-allied fighters had entered Mekelle, the capital of Ethiopia's northern Tigray region, after the rebel Tigray People's Liberation Front, or TPLF, announced its withdrawal.

The TPLF had joined six other opposition groups last month in an alliance seeking to oust Ethiopian Prime Minister Abiy Ahmed. Fighting escalated late last month, undermining the 2022 peace deal. The rebels seized the Mekelle airport and the city, one of Ethiopia's largest.

Early today, the rebels said their forces had pulled out — similar to what they did in the previous two-year war, which ended with a peace agreement in 2022, apparently to spare the city from destruction.

Still, local government offices remained shut Friday in Mekelle as the city awaited new authorities, with police and the government-allied Tigray Peace Force in charge of security. Members of the city's new civilian administration had arrived with federal police on Thursday but said they were awaiting instructions.

The Tigray Peace Force, which includes former members of the TPLF's armed wing, imposed an overnight curfew Wednesday.

On Thursday, federal officers carrying rifles stood beside camouflage-painted pickup trucks along a tree-lined road. Others rode in open-backed vehicles as pedestrians, cars and three-wheeled taxis moved through an intersection. No administration had taken office in Mekelle by Friday morning.

Tigray's television and radio stations have been off the air since the TPLF withdrawal. Abiy's government promised to restore banking, electricity, telecommunications and water services but gave no timetable.



AP

Ethiopian federal police officers gather on a road in Mekelle, Tigray Region, Ethiopia, on Thursday.

It also outlined plans to register people involved in the conflict and help them return to civilian life.

Reports of Eritrean troops raise regional tensions

Further north, a government-allied commander and a conflict monitoring group have separately reported Eritrean troops entering Ethiopia, raising fears of a wider conflict.

Ermiyas Ababu, a Tigray Peace Force commander, said Eritrean personnel entered Adigrat on Tuesday and Idaga Hamus on Wednesday, citing reports from his personnel in the area.

The Armed Conflict Location & Event Data monitoring group, known as ACLED, said Eritrean troops crossed the border at Zelambesa on Wednesday and came under drone attack at Guada while traveling toward Idaga Hamus. It attributed the strikes to Ethiopia's military.

The Associated Press could not independently verify either account.

Eritrean Information Minister Yemane Gebremeskel said in a statement: "We are not in the business of refuting wild allegations or narratives." He accused Ethiopia of threatening regional peace through its pursuit of "sovereign access to the sea," but did not explicitly confirm or deny the crossing.

Former allies face growing divisions

Eritrea has previously denied Ethiopian allegations that it supports the TPLF — its enemy during the 2020-2022 Tigray war, when Eritrean troops fought alongside Ethiopian federal forces.

During that war, AP reporting documented accounts from survivors and witnesses accusing Eritrean soldiers of killings, rape and looting. Eritrean President Isaias Afwerki dismissed allegations of abuses by his forces as "a fantasy" in 2023.

Eritrea announced last week that it was severing diplomatic ties after Ethiopia expelled 10 Eritrean diplomats and closed its embassy in Asmara.

Abiy reiterated Monday that landlocked Ethiopia must have access to the Red Sea. Ethiopia's Foreign Ministry said Monday that it remained committed to dialogue with its neighbors.

Still, local government offices remained shut Friday in Mekelle as the city awaited new authorities, with police and the government-allied Tigray Peace Force in charge of security. Members of the city's new civilian administration had arrived with federal police on Thursday but said they were awaiting instructions.

medina county board of developmental disabilities

Workers with disABILITIES



October is National Disability Employment Awareness Month. This is the month when the Medina County Board of DD joins together with other community organizations to recognize and celebrate the contributions and accomplishments of workers with different abilities. We stress the importance of recognizing our local economy must include opportunities for workers with all types of abilities and talents.



Employment empowers people with developmental differences to have more control over their finances, and helps them to more fully participate in their communities People are able to live more independently - buying cars, paying rent, and supporting local businesses. This financial stability is powerful and gives individuals and their families the peace of mind that comes with a plan for the future.

There's always more work to be done, but during National Disability Employment Awareness Month, we have plenty to celebrate.

The Medina County Board of DD works to help people with different abilities connect to successful employment opportunities in our community.

For more information on hiring a person with ABILITY, call the MCBDD Community Supports Department at 330-725-7751; option 3.

MCBDD Website

OCTOBER 2026

330-725-7751 • www.mcbdd.org

Empowering People With Tech



The Medina County Board of DD, in partnership with the Summit County DD Board and We Thrive Together, held an Interactive Tech Expo on September 24 at Summit Mall. The free expo showcased the newest technologies available to empower, inspire and support inclusion and independence for people with disabilities. The event brought together innovators, advocates, and people with disabilities to explore the latest advancements in assistive technology. Technology which helps create accessible environments that promote independence and empowerment. With over 600 attendees, the expo featured more than 45 exhibitors showcasing cutting-edge products and services.

Preparing Leaders

MCBDD Leadership Academy Graduates 2026 Class



On September 28, the MCBDD proudly recognized the graduates of the 2026 Leadership Academy program. The Leadership Academy is a six-month long program to help people with developmental differences, ages 18 and over, to develop the skills needed to seek out meaningful leadership roles in community organizations. It helps them find ways to give their talents, ideas, thoughts, opinions and unique points of view to important decisions making bodies and processes within their communities.

Congratulations!

Amanda Kracker , Joe Tortiano, Alyssa Nutter , Lauren Bonus

Upcoming Event

Scam Squad

Thurs., Oct. 22 at 2:00 pm

Medina County Achievement Center

(4691 Windfall Rd., Medina) OR virtually

The holiday season is gearing up. Be aware of the different types of scams threatening your identity. Join Thomas Condosta, Medina County Assistant Prosecuting Attorney, for a comprehensive overview on how to spot scams and avoid being scammed. Registration is required.

Open to the public, register at:
www.mcbdd.org/event-calendar/

Thank you Medina County for helping fund these services through local property tax levy dollars.

Medina County board of developmental disabilities

cyan B8 magenta B8 yellow B8 black B8

ALMANAC

The Associated Press

Today is Thursday, Oct. 15, the 288th day of 2026. There are 77 days left in the year.

Today's history

■ In 1815, Napoleon Bonaparte, the deposed French emperor, arrived on the British-ruled South Atlantic island of St. Helena, where he spent the last 5 1/2 years of his life in exile.
■ In 1945, the former premier of Vichy France, Pierre Laval, was executed for treason.
■ In 1946, Nazi war criminal Hermann Goering fatally poisoned himself hours before he was to have been executed.
■ In 1954, Hurricane Hazel made landfall near the North Carolina-South Carolina coastal border as a Category 4 storm; Hazel was blamed for about 1,000 deaths in the Caribbean, 95 in the U.S. and 81 in Canada.
■ In 1976, the first debate of its kind took place between vice-presidential nominees. Democrat Walter F. Mondale and Republican Bob Dole faced off in Houston.
■ In 1991, despite sexual harassment allegations by Anita Hill, the Senate narrowly confirmed the nomination of Clarence Thomas to the U.S. Supreme Court, 52-48.
■ In 1997, British Royal Air Force pilot Andy Green twice drove a jet-powered car in the Nevada desert faster than the speed of sound, officially shattering the world's land-speed record.
■ In 2003, 11 people were killed and 70 were injured when a Staten Island ferry slammed into a maintenance pier. (The ferry's pilot, who had blacked out at the controls, later pleaded guilty to 11 counts of manslaughter.)
■ In 2018, Paul G. Allen, who co-founded Microsoft with his childhood friend Bill Gates before becoming a billionaire philanthropist who invested in conservation, space travel, arts and professional sports, died at age 65.

Today's birthdays

Baseball Hall of Famer Jim Palmer is 81. Musician Richard Carpenter is 80. Film director Mira Nair is 69. Britain's Duchess of York, Sarah Ferguson, is 67. Chef Emeril Lagasse is 67. Actor Dominic West is 57. R&B singer Ginuwine (JIHN'-yoo-wyn) is 56. Singer-TV personality Keyshia Cole is 45. Former heavyweight boxing champion Anthony Joshua is 37. Actor Bailee Madison is 27. WNBA basketball player Lauren Betts is 23.

MEETINGS

Today

Brunswick Planning Commission, caucus meeting, 6:30 p.m., immediately followed by a regular meeting, council chambers, 4095 Center Road.

Medina County Budget Commission, regular meeting, 9 a.m., administration building in balcony room B, 144 N. Broadway St.

Medina County Mental Health and Recovery Board, regular meeting, 5:30 p.m., human services building in conference room B/C, 246 Northland Drive.

Montville Township trustees, regular meeting, 7 p.m., admin building, 6665 Wadsworth Road.

Spencer Community Fire District, regular meeting, 7 p.m., Spencer Community Fire District, 105 E. Lorain St.

Wadsworth Airport Commission, regular meeting, 4 p.m., council chambers, 120 Maple St.

WEATHER

TODAY: Mostly cloudy 67/60
FRIDAY: Rain 69/40
SATURDAY: Mostly sunny 49/20
SUNDAY: Sunny 62/37

CORRECTIONS & CLARIFICATIONS

The Medina Gazette is committed to providing accurate news coverage. Call us at (330) 721-4060 to let us know about factual errors.

LOTTERY

Ohio (Wednesday)

Midday Pick 3: 9-7-0, **Pick 3:** 9-9-8,
Midday Pick 4: 4-6-1-1, **Pick 4:** 5-5-5-7,
Midday Pick 5: 6-8-9-1-0, **Pick 5:** 6-3-1-0-4,
Rolling Cash 5: 6-7-10-26-33,
Classic Lotto: 8-28-41-42-43-46, **Kicker:** 5-5-2-9-7-6.
Rolling Cash 5 jackpot is $140,000.
Classic Lotto jackpot is $4.3 million.

Millionaire for Life

TUESDAY: 3-7-35-45-53, **Millionaire Ball:** 4.
WEDNESDAY: Numbers were not available at deadline.

Mega Millions

TUESDAY: 11-12-15-40-66, **Mega Ball:** 17.
Next Mega Millions jackpot is an estimated $403 million.

Powerball

WEDNESDAY: Numbers were not available at deadline.
Next Powerball jackpot is an estimated $562 million.

Ohio (Tuesday)

Pick 3: 0-7-4,
Pick 4: 4-9-9-6,
Pick 5: 0-3-2-1-3,
Rolling Cash 5: 1-11-33-35-39,

THE GAZETTE

Thursday, October 15, 2026, No. 250
Medina (non-toll area).....(330) 725-4166
All other Ohio areas..... (800) 633-4623

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ROUNDUP

Spring Grove Arboretum Tree Walk

The seventh annual Spring Grove Arboretum Tree Walk will be from 2 to 4 p.m. on Saturday at Spring Grove Cemetery, 775 E. Washington St., Medina.

The free event will highlight more than 100 tree species found throughout the arboretum, which contains more than 600 trees.

Chad Clink, a master arborist with Bartlett Tree Experts, will lead a group tour beginning at 2 p.m. Visitors may also take self-guided tours using maps provided at the event.

The walk will begin in front of the Mears Building and will be held rain or shine. A scavenger hunt will be available, and free tree seedlings will be distributed while supplies last. Registration is not required.

Medina County Board of Developmental Disabilities recognizes graduates

The Medina County Board of Developmental Disabilities recently recognized four graduates of its six-month Leadership Academy.

The board honored Lauren Bonus, Amanda Kracker, Alyssa Nutter, and Joe Tortiano during its Sept. 28 meeting.

The academy helps people with developmental disabilities build the skills and confidence to take on leadership roles in their communities. Participants received training in communication, problem-solving, time management, interviewing, nonprofit boards and leadership goal development.

ORMACO plans three-day Cincinnati trip

Ohio Regional Music Arts and Cultural Outreach will host a three-day trip to Cincinnati from March 19-21.

The bus will leave Buehler's River Styx at 11:30 a.m. March 19 and return around 5:45 p.m. March 21.

The trip will include a Cincinnati Pops Orchestra concert featuring the music of Billy Joel, along with visits to the American Sign Museum, Findlay Market, National Underground Railroad Freedom Center and Taft Museum. A riverboat dinner cruise is also planned.

The trip costs $650 per person when paying by check or $680 by credit card. A single-person hotel room requires an additional $125. For more information or to make a reservation, call 419-853-6016.

Ohio Contemporary Ballet to perform in Wadsworth

Ohio Contemporary Ballet will present "A Celebration of Filipino Music and Dance" at 7:30 p.m. Oct. 24 at the James McIlvaine Performing Arts Center at Wadsworth High School, 625 Broad St.

Dance and music students from Wadsworth Schools will join the company for a performance based on Filipino folk and jazz traditions created by choreographer Zachary Tuazon.

The concert will conclude Ohio Regional Music Arts and Cultural Outreach's Fall 2026 World Tour of Music residency.

Tickets cost $15 in advance or $20 at the door. VIP tickets cost $60 and include reserved seating and a preconcert reception. For more information, call 419-853-6016.

— from staff reports

BLOTTER

Brunswick police

Wednesday, Oct. 7
9:51 p.m. — Center Road and Brunswick Lake Parkway; one vehicle struck another while turning left, which caused the struck vehicle to hit a traffic sign post.
Thursday, Oct. 8
7:45 p.m. — 4000 block of Center Road; a driver was issued multiple traffic citations, placed under an administrative license suspension and served with citations for open container. He was cited into Brunswick Mayor's Court and released to family members.
Friday, Oct. 9
6:04 p.m. — 500 block of Pearl Road; one vehicle struck another after failing to yield.
Saturday, Oct. 10
9:33 a.m. — 3200 block of Center Road; a woman made a counterfeiting complaint.
Monday, Oct. 12
4:47 p.m. — Center Road and North Carpenter Road; a driver had two active misdemeanor warrants for his arrest. Officers took him into custody and turned him over to Elyria police.

Brunswick Hills police

Saturday, Sept. 26
9:24 a.m. — Falling Leaf Trail; a dog bite was reported.
Tuesday, Sept. 29
9:32 a.m. — 5000 block of Center Road; detectives met with an inmate at the Medina County Jail regarding a break-in at his garage while he was incarcerated. An investigation is pending.
11:51 a.m. — Slate Drive; a resident reported a theft, and the incident is under investigation.

Hinckley police

Monday, Aug. 10
6:16 p.m. — Brook Haven Lane; officers were dispatched regarding a traffic complaint involving e-bikes or dirt bikes. Officers requested a tow for the dirt bike because it was not properly registered or street legal.
Saturday, Aug. 29
4:15 p.m. — Ridge Road; officers took a man with an active warrant into custody.

ELECTION

From A1

The forum also addressed absentee voting.

Mickley said election officials review absentee ballot applications before issuing ballots. Returned ballots go through multiple steps involving bipartisan teams, and officials separate identifying information from the ballot before counting.

Miller encouraged absentee voters to request and return their ballots early, track their ballot status and provide current contact information to the Board of Elections in case officials need to resolve an issue.

She also discussed the security measures around ballot drop boxes, which bipartisan teams monitor and empty. Security measures continue after ballots are cast.

Mickley said bipartisan teams secure ballots and election equipment at polling locations before transporting them back to the Board of Elections. Results are not released before polls close at 7:30 p.m. on Election Day.

Ohio also conducts postelection audits. Miller said the paper record associated with every ballot allows officials to compare a sample of paper ballots with digital election records. If an inconsistency is found, officials can expand the audit.

The speakers also discussed the people who administer elections. Medina County poll workers receive training on state election laws, county procedures and voting equipment. The county also participates in the Youth at the Booth program for eligible high school students.

Miller said the League of Women Voters works with election officials and voters to answer questions and address misinformation about the voting process.

For voters preparing to cast a ballot, the speakers encouraged checking registration information, bringing the required identification when voting in person and returning absentee ballots early.

The goal, Miller said, is to have multiple safeguards working together throughout the election process, from voter registration through postelection audits.

Contact Brooke Adams at 440-822-8373 or badams@medina-gazette.com.

FOSTER

From A1

Hedden has fostered for about 10 years. Her three sons were 7, 9 and 11 when the family began fostering, and she said the experience helped them develop compassion and empathy.

"They feel like they have all these little brothers and sisters," Hedden said.

She said another common concern is becoming attached to a child who may eventually leave their home. While that can be difficult, she said those relationships provide children with needed support.

"It's the best gift that our foster parents can give kids: love, stability, security, trust, all those things," Hedden said.

About 100 children are in foster care through Medina County, Hedden said. Roughly half are placed outside the county because there are not enough local foster homes.

Keeping children in Medina County helps preserve their connections to their community and existing services, she said.

Interested individuals can learn more and submit an inquiry at fostermedina.com.

Contact reporter Kellyn Flohr at 330-591-5392 or kflohr@medina-gazette.com.

UTILITY

From A1

City officials said the rate plans account for operating costs, capital needs, debt obligations and maintaining funds for emergencies. They also said Wadsworth's utility rates historically have been relatively low compared with other Northeast Ohio communities.

The stormwater increase is separate from the previous rate studies.

The proposed residential stormwater rate would increase from $4.50 to $5 per month, a 50-cent increase. Officials said the $4.50 residential rate has been in place since the city's stormwater program began around 2004.

Commercial and industrial stormwater charges are based on equivalent residential units, or ERUs, which are calculated based on impervious surface area. Residential properties are charged for one ERU.

City officials also plan to conduct new water and sanitary sewer rate studies in 2027 and a new electric rate study in 2028.

The city has included the additional revenue from the proposed increases in its budget proposals. Officials said the budgets would have to be revisited if the rate increases are not approved.

Contact Brooke Adams at 440-822-8373 or badams@medina-gazette.com.

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OPIOID

From A1

Councilman Bill Lamb said programs like those offered through Hope Recovery are important to Medina and that the community is lucky to have them.

"These programs matter," Lamb said.

Lamb said the programs are essential to many people's well-being and suggested the city consider how it could continue supporting them.

Committee members also discussed how the city could continue supporting recovery programs as opioid settlement payments decline.

Shields said the city expects to receive additional opioid funds in 2027, but he did not estimate the amount during the meeting. The city could decide how to use those payments when they become available.

Contact reporter Kellyn Flohr at 330-591-5392 or kflohr@medinagazette.com.



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medina county board of developmental disabilities

Workers with ~~dis~~ABILITIES

Celebrating Work, Opportunity and Possibility

October is National Disability Employment Awareness Month, a time to celebrate the contributions, talents and accomplishments of workers with disabilities and to recognize the important role they play in our community.

At the Medina County Board of DD, we believe everyone deserves the opportunity to work, contribute and build a future of their own choosing. Employment is about much more than a paycheck. A job brings greater independence, new friendships, a sense of purpose and the opportunity to be part of something bigger. Earning a paycheck can help someone pay rent, buy a car, enjoy a night out, support local businesses and make plans for the future.

And when people with disabilities are working, our whole community benefits. Local businesses gain dedicated employees, and everyone has the chance to see what people can do when given an opportunity.

There's always more work to do to create inclusive workplaces and expand employment opportunities. But this October, we're taking time to celebrate how far we've come and the many possibilities still ahead.

Because when everyone has a chance to contribute, everyone has a chance to shine.

For more information on hiring a person with ABILITY, call the MCBDD Community Supports Office at 330-725-7751; option 3.



The Medina County Board of DD works to help people with disabilities connect to successful employment opportunities in our community.

Upcoming Events

Community Flu Vaccine Clinic
Wed., Oct. 7 from 11:00 am - 1:00 pm
Medina County Achievement Center
(4691 Windfall Rd., Medina)
Flu season is just around the corner, are you prepared? The Medina County Board of DD is partnering with Discount Drug Mart for a Flu Vaccine Clinic for community members ages 19 and up. ***Registration is required.***

Scam Squad
Thurs., Oct. 22 at 2:00 pm
Medina County Achievement Center
(4691 Windfall Rd., Medina)
OR virtually
The holiday season is gearing up. Be aware of the different types of scams threatening your identity. Join Thomas Condosta, Medina County Assistant Prosecuting Attorney, for a comprehensive overview on how to spot scams and avoid being scammed. ***Registration is required.***

More event info and register online at www.mcbdd.org/events-calendar/

Know A High School Senior Who Wants To Attend College?

Don't Forget About Our Scholarship!

Each May, the Medina County Board of DD is proud to award a scholarship to a graduating local high school senior who is pursuing a career which may serve individuals with disabilities. More information and applications are available online.

Deadline for applications is Monday, March 31, 2027.

More info and apply at www.mcbdd.org/donor-scholarship/

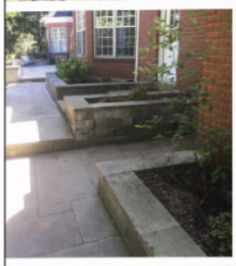
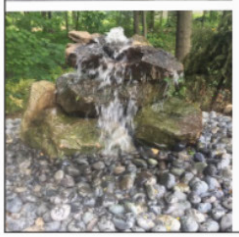


OCTOBER 2026

Medina County board of developmental disabilities

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MCBDD Website

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— JOHN 7:38 —



- Helping People Succeed -

MCBDD Website



From the time a child is born with a developmental disability until the end of their life, we are here to help them through life's challenges. We help with everything from early intervention and education for children to employment and community inclusive living for adults.

This Month's Highlights...

Let's Celebrate Workers with dABILITIES

October is National Disability Employment Awareness Month, a time when the Medina County Board of DD joins together with other community organizations to celebrate the contributions and accomplishments of workers with different abilities. We work with local businesses and organizations to help people find successful employment so they are able to live more independently - buying cars, paying rent, and supporting local businesses. This financial stability is powerful and gives individuals and their families the peace of mind that comes with a plan for the future. There's always more work to be done, but during National Disability Employment Awareness Month, we have plenty to celebrate.

Preparing Leaders

On September 28, the MCBDD recognized the graduates of the 2026 Leadership Academy program. The Leadership Academy is a six-month long program to help people with developmental differences, ages 18 and over, increase the skills needed to seek out meaningful leadership roles in community organizations. It helps them find ways to give their talents, ideas, thoughts, opinions and unique points of view to important decision making bodies within their communities.

Congratulations!
Amanda Kracker
Joe Tortiano
Alyssa Nutter
Lauren Bonus

For more information visit www.mcbdd.org/current-news/



Medina County board of developmental disabilities
330-725-7751
www.mcbdd.org

Thank you Medina County for helping fund these services through local property tax levy dollars.

Invention Convention

Patents recently granted to Medina County residents. Only county residents are included, although there may be additional people listed as patent grantees. Want to learn more about any of the patents? Put the number into the patent search at https://tinyurl.com/yyzef5sy

Patent for: Foldable, Boot Loadable, Insertable Air Damper Device
Number: 12,742,567
To: Joseph Ramunni
City of Residence: Wadsworth

Patent for: Blender
Number: D1,148,456
To: Phonesacksith Guy Kettavong
City of Residence: Medina

Patent for: Container
Number: D1,148,466
To: Fred H. Mehlman
City of Residence: Brunswick

Patent for: Vehicle Tire Sidewall
Number: D1,148,656
To: Jeremy Throener
City of Residence: Brunswick

Patent for: Sealant Composition for Self-Sealing Pneumatic Tire
Number: 12,734,772
To: George Jim Papakonstantopoulos
City of Residence: Medina

Patent for: Non-Pneumatic Tire
Number: 12,734,846
To: Brad Wurst
City of Residence: Wadsworth

Patent for: Air Blowing Apparatus With Auxiliary Fan Housing and Auxiliary Baffle
Number: 12,736,062
To: Jeffrey R. Kucera
City of Residence: Medina

Patent for: Electronic Door Control Module
Number: D1,148,712
To: Daniel Punchak
City of Residence: Wadsworth

Patent for: Tire With Sipes
Number: 12,746,782
To: Lac An Nguyen
City of Residence: Wadsworth

Patent for: Vehicle Tire Sidewall
Number: D1,149,925
To: Jeremy Throener
City of Residence: Brunswick

Patent for: Electronic Door Control Module Door Position Sensor
Number: D1,149,994
To: Daniel Punchak
City of Residence: Wadsworth

photo by Pavel Neznanov

- Helping People Succeed -

MCBDD Website



From the time a child is born with a developmental disability until the end of their life, we are here to help them through life's challenges. We help with everything from early intervention and education for children to employment and community inclusive living for adults.

This Month's Highlights...

Safety Resources for People with Disabilities

The Medina County Board of DD is offering ***Roth ID Tags, Blue Envelopes and a Disability Registry*** to help people with disabilities be better understood during emergencies. Roth ID Tags are tags that attach to objects, such as car seats and wheelchairs, that share important info like medical needs or emergency contacts, so first responders know how to help right away. The Blue Envelope is designed for people with disabilities - such as autism - which contains helpful details about how they communicate and what support they might need during events like traffic stops. The Disability Registry helps local first responders get vital information that helps them prepare as they respond during an emergency situation. The goal of these tools is to help create more responsive and positive interactions for everyone during critical situations.

For information visit:
www.mcbdd.org/emergency-situation-resources/

MCBDD Announces Recipients of 2026 Stand Out Champion Awards

The Medina County Board of DD was proud to announce the recipients of the 2026 Stand Out Champion Awards: Kimberly Manix, Tyler Rasey and the Medina County Fair Junior Fair Board. The award recognizes people or groups who have demonstrated exceptional advocacy and commitment to helping the developmental disability community in Medina County. This year's recipients have shown a dedication and passion to touching the lives of people with disabilities, and the MCBDD is proud to recognize their contributions. Their unwavering dedication and advocacy have profoundly impacted people and helped break down the barriers they encounter.

Read more at
www.mcbdd.org/2026-stand-out-champions-awards/

Medina County board of developmental disabilities

330-725-7751
www.mcbdd.org

Thank you Medina County for helping fund these services through local property tax levy dollars.

Oktoberfest

Saturday, September 26th
1 - 8 pm Rain or Shine
317 East Liberty St, Medina

St. Paul's Episcopal Church
We share the love of God with all people through worship, prayer, and service.

- Costume & Masskrugstemmen contest
- Kids corner
- Biergarten with Oktoberfest, Dunkel & Hefeweizen Biers
- Bavarian pretzels, brats, sauerkraut, bier Cheese
- GREAT GERMAN FOOD BY HOFBRAUHAUS
- German Bands 1 - 8 pm

AND MUCH MORE!

Food and Bier provided by:
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Presale tickets available at www.stpauls-medina.org
or at the church office (330) 725-4131
Children under 10 FREE! Ages 11-20 $5, 21 and over $6, $10 day of event

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From the time a child is born with a developmental disability until the end of their life, we are here to help them through life's challenges. We help with everything from early intervention and education for children to employment and community inclusive living for adults.



This Month's Highlights...

MCBDD Supports Medina County Fair Sensory Friday

The Medina County Board of DD was excited to support the Medina County Fair in providing its Sensory Friday at the 2026 Medina County Fair. On Friday, August 7, the fair took steps to make the fair more sensory-friendly and offered activities designed to meet the needs of people of all ages with developmental differences.

Also, during fair week, MCBDD was happy to provide the services of a fully accessible and equipped mobile restroom unit. People with disabilities, seniors who need help with personal care, veterans and any person who has mobility issues were welcome to use the mobile unit.

Impacting Lives Everyday

For many people, the Medina County Board of DD is more than an agency—it is a partner, advocate, and resource that helps people with developmental disabilities live meaningful lives and reach their full potential.

Ages 0-2	• Development Screenings • Physical Therapy • Occupational Therapy • Speech Therapy	• Parent Coaching • In-Home Support • Family Resources
Ages 3-22	• Education • Therapies • Family Education	• IEP Development • Support Groups • Behavior Support
Ages 23 and up	• Employment Training • Housing • Supportive Technology • Life Skills • Transportation	• Adult Life Planning • Financial Planning • Health and Safety

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Thank you Medina County for helping fund these services through local property tax levy dollars.



Medina County

Medina County Engineer Andy Conrad outlined proposed changes Sept. 8 aimed at tightening oversight of fiber-optic installation projects and addressing complaints about unfinished work, property damage and poor communication with residents.

COUNTY

Continued from 6

including an unexpected complication at the Human Services Center. As part of a window replacement project, asbestos was discovered in the window sills. Bastean said the original plan was to replace the windows without disturbing the sills, but available replacement windows will require their removal and asbestos abatement.

At the county jail, officials also are considering replacing the facility's water-heating system with tankless units. Bastean said a tankless system is estimated at about $80,000, compared with about $250,000 to replace a single conventional water heater.

The commissioners concluded the public portion of the meeting by entering executive session to discuss confidential business information involving an applicant for economic development assistance and the employment and compensation of public employees.

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SUNDAY SEPT. 27
10 AM Worship
Potluck Picnic in the Pavilion to Follow



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medina county board of developmental disabilities
Dedication and Commitment



We want to share our utmost appreciation and admiration for the over 800 Direct Support Professionals in Medina County who are dedicated and committed to making a difference in the lives of people with disabilities each day!

Direct Support Professionals (DSPs) work with people who have developmental and/or physical disabilities and help them achieve their goals and reach their fullest potential. They provide essential help to keep people with disabilities connected to their families and community; helping them live full and meaningful lives. DSPs share their dedication and commitment to making a difference in the lives of others!

DSP Careers Website

Need a Career Change?
Become a Direct Support Professional!
- *Flexible Schedule*
- *Every Day is Different*
- *Casual Work Environment*
- *No College Degree Needed*
- *Make a Real Difference!*

For more information visit www.mcbdd.org/careers/

Upcoming Events

Interactive Tech Expo
Thurs., Sept. 24 from 10:00 am - 3:00 pm
Summit Mall
3265 Market St., Fairlawn
An interactive technology expo to help people increase their independence, improve quality of life, and give better access to all the community has to offer. Over 50 vendors and hands-on interactive displays, including: vision and hearing, home adaptations, daily living skills and safety.

Community Flu Vaccine Clinic
Wed., Oct. 7 from 11:00 am - 1:00 pm
Medina County Achievement Center
4691 Windfall Rd., Medina
Flu season is just around the corner, are you prepared? The Medina County Board of DD is partnering with Discount Drug Mart for a Flu Vaccine Clinic for community members ages 19 and up. ***Registration is required.***

For more information or registration visit: www.mcbdd.org/event-calendar/



Medina County board of developmental disabilities
SEPTEMBER 2026
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MCBDD Website
Thank you Medina County for helping fund our services through local property tax levy dollars.

Expo showcases technology for people with disabilities

The Medina County Board of Developmental Disabilities, in partnership with the Summit County Developmental Disabilities Board and We Thrive Together, will hold an Interactive Tech Expo from 10 a.m. to 3 p.m. Thursday, Sept. 24, at Summit Mall, 3265 Market St., Fairlawn. The event is free and open to the public.

The expo is designed to showcase the newest technologies available to empower, inspire and support inclusion and independence for people with disabilities and limited mobility, including seniors and veterans. It brings together technology innovators, advocates and individuals with disabilities to explore the latest advancements in assistive technology and help foster inclusive environments that celebrate accessibility, independence and empowerment.

The expo will feature more than 40 exhibitors showcasing products and services designed to enhance the lives of people with disabilities.



Summit County DD

The free Interactive Tech Expo on Sept. 24 at Summit Mall will feature more than 40 exhibitors, assistive technology demonstrations and accessibility classes for people with disabilities and limited mobility.

Event highlights include live demonstrations of assistive devices and free accessibility classes offered by the Apple Store during the expo, including "Deaf and Hard of Hearing Accessibility Features," "Accessibility Features for Vision Loss" and "Discovering Accessibility for Everyone."

Among the booths and exhibits, attendees will be able to see and experience technologies including adaptive devices for daily living, communication aids and mobility solutions. Attendees will have the opportunity to test products hands-on and ask questions directly of assistive technology companies and specialists.

More information is available at mcbdd.org/event/interactive-tech-expo-3 or by calling 330-725-7751, ext. 243.

SHOW

Continued from 8

Ancestor ensemble

Thing/Conquistador Ancestor/Monster Under the Bed, Gabe Chuna; Cousin It/Civil War Child Ancestor, Addison Bodor; Aunt Herman, Sid Kranz; Caveman Ancestor, Zachary Dragony; Flight Attendant Ancestor, Katie Remark; Gambler Ancestor, Sid Kranz; Bride Ancestor/The Moon (featured dancer), Kathleen Opryszko; Puritan Ancestor, Susan O'Neill; Flapper Ancestor, Nicole Rawlins; Prairie Settler Child Ancestor, Anastacia Roberts; French Revolution Ancestor/Cousin Helga (Head No. 1), Kristin Kranz; "Billy the Kid" Outlaw Cowboy Ancestor, Trevor Haywood; Hippie Ancestor, Nova Blair; Disco Ancestor, Vivian Padilla; Gangster Ancestor, Peter Gonzales; 1990s Skater Ancestor, Lily Rudowicz; Flapper Ancestor, Brynn Yannayon; Regency Princess Ancestor, Grace Zelesky; Poodle Skirt Ancestor, Lyla Hollingsworth; Courtesan Ancestor/Aunt Helga (Head No. 2), Katie Grimes; Saloon Girl Ancestor, Kaitlyn Horner; Wednesday understudy, Brianna Schillero.

Production crew

Director, Chris Bizub; music director, Heidi Herczeg; choreographer, Maureen Martin-Stocks; stage manager, Brittani Bizub; fight choreographer, Joe Soriano; costumes, Kasey Ziska; sound and lighting design, SPC Productions; sound design, Machia Wheeler; lighting and effects, Julie Onderak; follow spot lead, Fiona Hile; follow spot 2, Addie Masuga; pit band mixer, Bryce Rossero-Kapala; front of house mixer, Machia Wheeler; video and editing, Julia Coyle; technical direction, SPC Productions; set design, Will Padilla; production coordinator, Vickie Jackson; front of house, Beth Allen.

Pit musicians

Music director/Keyboard 1, Heidi Herczeg; Keyboard 2, Joel McDaniel; reed, Christina Cruder; trumpet, Mark Toole; bass, JP George; drums/percussion, John Musat and James Cooper Sanders.



Step Into Fall & Savings!
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BF-AD77933

FAMILY FRIENDLY FUN | *Frostville Museum*

Tricks, Treats, Bones

by Mimi Vanderhaven

Looking for a Halloween outing that delivers more giggles than goosebumps? *Frostville Museum* is inviting families to step into Skeletonville, where silly skeletons, sweet treats and a little Halloween magic will take over the historic village.

Skeletonville at Frostville will be held Friday, Oct. 23, from 5-8 p.m. at Frostville Museum, in North Olmsted. Designed especially with younger children in mind, the event offers a less-scary way for families to celebrate the season together.

Throughout the evening, Frostville's historic buildings and grounds will be transformed with amusing Halloween displays featuring skeletons dressed for the occasion. Visitors might encounter skeletal pioneers, bank robbers and other quirky characters bringing a playful twist to the museum's historic setting.

Children are encouraged to arrive in their Halloween best and trick-or-treat their way through the village, stopping at the houses to collect candy along the way. With plenty of decorations to discover and costumed fun around every corner, Skeletonville offers little ghosts and goblins a chance to enjoy Halloween without the fright factor of a traditional haunted attraction.



Skeletonville at Frostville will be held Friday, Oct. 23, from 5-8 p.m. at Frostville Museum in North Olmsted.

And while the festivities are geared toward younger children, everyone is invited to join in the fun.

Families can also make an evening of it, as Frostville Museum's kitchen will be open during the event.

Admission is $3 per person (children and adults), with children under 2 admitted free.

So round up the kids, grab the costumes and prepare to mingle with Frostville's bony residents during an evening of trick-or-treating, laughter and Halloween fun.

Skeletonville at Frostville takes place Friday, Oct. 23, from 5-8 p.m. at Frostville Museum, 24101 Cedar Point Road in North Olmsted. For more information, visit frostvillemuseum.org or call 216-695-9419.

- Helping People Succeed -
MCBDD Website
This Month's Highlights...
Let's Celebrate Workers with dSABILITIES
October is National Disability Employment Awareness Month, a time when the Medina County Board of DD joins together with other community organizations to celebrate the contributions and accomplishments of workers with different abilities.
We work with local businesses and organizations to help people find successful employment so they are able to live more independently - paying rent, buying services and supporting many local businesses. This financial stability is powerful and gives individuals and their families the peace of mind that comes with a plan for the future. There's always more work to be done, but during National Disability Employment Awareness Month, we have plenty to celebrate.
For more information visit www.mcbdd.org/employing-people-with-disabilities/
From the time a child is born with a developmental difference, until the end of their life, we are here to help them through life's challenges. We help with everything from early intervention and education for children to employment and community inclusive living for adults.
Preparing Leaders
On September 28, the MCBDD proudly recognized the graduates of the 2026 Leadership Academy program. The Leadership Academy is a six-month long program to help people with developmental differences, ages 18 and over, to develop the skills needed to seek out meaningful leadership roles in community organizations. It helps them find ways to give their talents, ideas, thoughts, opinions and unique points of view to important decisions making bodies and processes within their communities.
Congratulations!
Amanda Kracker
Joe Tortiano
Alyssa Nutter
Lauren Bonus
Medina County board of developmental disabilities
330-725-7751
www.mcbdd.org
Thank you Medina County for helping fund these services through local property tax levy dollars.
For more information visit www.mcbdd.org/current-news/

medina county board of developmental disabilities

- ShiftAbility Town Hall -

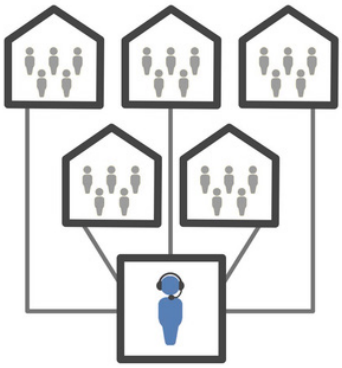
EXPANDING REMOTE SUPPORTS

Learn more about remote supports, technology and how they can support people with disabilities



Medina County Board of Developmental Disabilities invites people receiving services, family members, guardians, SSAs, and community members to join us for an informative Town Hall focused on Remote Supports and technology-enabled services.

In partnership with ShiftAbility, a national leader that has worked with organizations across Ohio and the country to expand the use of Remote Supports, we'll explore how technology can help people live more independently while maintaining the safety, connection, and support they need.



WED., SEPT. 23
5:00 PM

In-Person
Medina County Achievement Center
4691 Windfall Rd., Medina, Ohio 44256
Or Virtually
through link provided after registration below.

WHO SHOULD ATTEND:

- People receiving services
- Families and Guardians
- SSA's
- Anyone interested in learning more about the future of supports in Medina County

This is an exciting opportunity to learn, share, and help shape the future of supports, promoting independence, ensuring safety, and creating new opportunities for the people we serve.

THIS TOWN HALL IS AN OPPORTUNITY TO:

- Learn what remote supports are and how they work
- Understand the assessment process and tech examples
- Hear how remote supports can enhance safety, independence, and quality of life
- Ask questions

Join us and be part of the conversation!

Registration Required
Click Here to Register Online

Event Calendar

Questions or to register by phone - Call Nicole Richter, MCBDD Community Supports Manager, at 330-725-7751 x306 or email nrichter@mcbdd.org.

Medina County board of developmental disabilities

ShiftAbility



Medina and Summit County Boards of DD, and We Thrive Together have partnered to create an interactive exposition showing how assistive technology and remote support can increase independence, improve quality of life, and provide access to the community.

summit DD
Developmental Disabilities Board

Medina County
board of developmental disabilities

WE THRIVE TOGETHER

SEE, TOUCH & EXPERIENCE

technology that can help in all aspects of life

VENDORS & INTERACTIVE DISPLAYS

for a variety of supports including:

- vision and hearing
- home adaptations
- daily living skills and safety
- mobility devices

QUESTIONS? PLEASE CONTACT

Connie Jack connieh@mcbdd.org
Angela Burke aburke@summitdd.org

Windfall School

Join Us For...

TRANSPORTATION DAY



Friday, October 2

11:00 am - 1:00 pm

V3 Transportation Headquarters
4920 Enterprise Parkway
Seville, OH 44273

Families are invited to join Windfall School students as they go on the road for an exciting field trip to explore different types of transportation and discover how people travel, work, and move around our community! Thanks to V3 Transportation, this fun, hands-on field trip will include opportunities to see transportation up close and to enjoy fun games and activities.

ANYONE IS WELCOME TO ATTEND

If you plan on joining us there, please scan the QR code to RSVP.

Medina County board of developmental disabilities
330-725-7751 | www.mcbdd.org

Questions?
Call: Casey Smith, Windfall School Assistant Director
330-725-7751 x269
Email: csmith@mcbdd.org

medina county board of developmental disabilities

- Upcoming Event -



Community Flu Vaccine Clinic

The Medina County Board of DD is partnering with Discount Drug Mart for a Flu Vaccine Clinic for community members ages 19+.

REGISTRATION REQUIRED

Each person receiving a vaccine must register separately.

AVAILABLE DOSES:

- Regular dose for people ages 19+
- High dose for people ages 65+

COSTS:

- With insurance (cannot accept Cleveland Clinic Employee Health Plan) - $0.00
- Without insurance - Regular dose: $50.00 | High dose: $170.00
- Payment methods - Check (made out to Discount Drug Mart with drivers license number in memo area) or exact cash payment at event

Wednesday, October 7

11:00 am - 1:00 pm

Medina County Achievement Center
4691 Windfall Rd.
Medina, Ohio 44256

Participants must register and bring completed paperwork (available on our website event calendar) and insurance card, if available.

Click Here to Register

Event Calendar

For questions, comments, or concerns, please contact:
Megan Augustine, MCBDD Health Services Coordinator
maugustine@mcbdd.org or 330-725-7751 x234.

Medina County board of developmental disabilities

330-725-7751 | www.mcbdd.org