

**COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
COMBINED WORK SESSION/REGULAR MONTHLY MEETING**

AGENDA

Wednesday, October 16, 2013

Administrative Board Room

5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. AKRON MARATHON VIDEO
- II. NORTHEAST OHIO NETWORK (NEON) CONTRACT – ADMINISTRATION OF TRANSITIONS DEVELOPMENTAL DISABILITIES WAIVER (TDD)
- III. NEON CONTRACT – ADMINISTRATION OF QUALITY ASSESSMENT RN, MUI BACK-UP INVESTIGATIONS, PROVIDER COMPLIANCE REVIEWS, PRE-ADMISSION SCREENING AND RESIDENT REVIEW AND ANNUAL DUES
- IV. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT
- V. HATTIE LARLHAM COMMUNITY SERVICES NURSING SERVICES CONTRACT
- VI. NEW POLICY 2032 – UNUSED SICK LEAVE

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- VII. BRIDGES TO TRANSITION PROGRAM
- VIII. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
- IX. BID AWARD FOR PURCHASE OF TWO LIGHT TRANSIT VEHICLES

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- X. SEPTEMBER FINANCIAL STATEMENTS
- XI. REVISED POLICY 3012 – TITLE XX
- XII. 2014 EMPLOYEE HEALTH & DENTAL INSURANCE
- XIII. DOMESTIC PARTNER HEALTH & WELFARE BENEFITS
- XIV. REVIEW OF DIRECT SERVICE CONTRACTS
- XV. ENDORSEMENT OF ADM BOARD LEVY

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. SEPTEMBER 17, 2013 (special Board Meeting)
 - B. SEPTEMBER 18, 2013 (work session and regular Board Meeting)
 - C. SEPTEMBER 26, 2013 (special Board Meeting)
 - D. SEPTEMBER 30, 2013 (special Board Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. BRIDGES TO TRANSITION PROGRAM
 - 2. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
 - 3. BID AWARD FOR PURCHASE OF TWO LIGHT TRANSIT VEHICLES
 - 4. SEPTEMBER FINANCIAL STATEMENTS
 - 5. REVISED POLICY 3012 – TITLE XX
 - B. HR/LR COMMITTEE
 - 1. 2014 EMPLOYEE HEALTH & DENTAL INSURANCE
 - 2. DOMESTIC PARTNER HEALTH & WELFARE BENEFITS
 - C. ETHICS COMMITTEE
 - 1. DIRECT SERVICE CONTRACTS
 - D. OTHER
 - 1. ENDORSEMENT OF ADM BOARD LEVY

BOARD MEETING *(continued)*

VII. SUPERINTENDENT'S REPORT

A. CENSUS

B. MUI THIRD QUARTER SUMMARY

VIII. PRESIDENT'S COMMENTS

IX. EXECUTIVE SESSION

X. ADJOURN

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Transitions Developmental Disabilities Waiver (TDD)	Contract with North East Ohio Network (NEON) to administer TDD Waiver on behalf of the Summit DD Board	To approve contract for NEON to administer TDD in the amount up to \$428,801 from January 1, 2014 to December 31, 2014	<p>Service Area: <u>SSA & Medicaid Services</u> # of Persons Served on TDD: <u>143</u> Total Cost: <u>\$428,801</u> Amount of Increase /Decrease: 0</p> <hr/> <p><u>General TDD Overview:</u></p> <ul style="list-style-type: none"> TDD Waiver services are comparable to current HCBS (Medicaid Home & community Based Services) Waiver services (IO, Level 1 & Self), but also include medical / nursing component not currently funded by HCBS Waivers; TDD recipients typically have significant medical needs; DODD pays the local share of waiver match costs for persons currently enrolled on TDD; 143 individuals in Summit County are on this waiver; Prior to TDD services being administered by DD Boards, the waiver was administered through DJFS using CareStar, which is a DJFS certified care management company for long term support services.

Submitted By: Jerilyn George

Date: October 2013

For: Superintendent / Assistant Superintendent
X Finance & Facilities Committee
X Services & Supports Committee
 HR/LR Committee
 Ethics Committee

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

			<p><u>NEON Services:</u> Due to the administrative requirements of the TDD Waiver being significantly different from the HCBS Waivers, the Summit DD will contract with NEON to administer the TDD waiver on our behalf. NEON will:</p> <ul style="list-style-type: none">• Complete assessments related to service plan needs as appropriate;• Assure the development and maintenance of service plans for persons enrolled on the TDD Waiver;• Coordinate services according to service plans;• Recommend to Summit DD when changes in services and/or waiver funding may be needed;• Enter information into the required database systems;• Submit TCM case notes to Summit DD for billing – NEON will be reimbursed only for claims approved by DODD;• Comply with all DODD related rules and regulations;• NEON will use an RN to oversee the coordination of these services;• NEON uses CareStar to assist with case management services.
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Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee

_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

		<p><u>Funding Aspects of TDD:</u> NEON will be reimbursed by the Summit DD for:</p> <ul style="list-style-type: none">• Not to exceed \$12,000 per year for the administration of the waiver;• Not to exceed \$24,795 for technology fees and tools through the CareStar Enterprise System;• Not to exceed \$392,000 for TCM services <p><u>Additional Funding Information</u></p> <ul style="list-style-type: none">• NEON will submit 25,323 units of TCM to Summit DD – billable at a rate of \$15.48 per unit;• Summit DD will bill Medicaid for these services;• Summit DD will receive payment for these services;• Summit DD will pay NEON for the services;• DODD will pay Summit DD TCM match of \$117,987 for SY 2014 for TCM match for service coordination.• Summit DD is reimbursed in full for these TCM units through State and Federal match <p>Funds are available in 2014 budget</p> <p>Recommended for approval by the October Services & Supports and Finance & Facilities Committees.</p>
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Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee

_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
North East Ohio Network**

This Contract, entered into by and between the County of Summit Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and North East Ohio Network with its principal office located at 5121 Mahoning Avenue Suite 102 Austintown, Ohio 44515, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to NEON for administration of the Ohio Transitions Developmental Disabilities (TDD) Waiver services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Review of Targeted Case Management notes, review of TDD individual service plans, review of provider compliance reports and other documents presented as appropriate. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD will bill TCM on behalf of NEON.
- C. Summit DD will provide prior consent to NEON for recommendations to the Ohio Department of Developmental Disabilities (DODD) for changes in service determinations and waiver funding streams as appropriate.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. NEON will: Be responsible for the development and maintenance of service plans for persons enrolled on the TDD Waiver; Complete assessments related to service plan needs as appropriate; Coordinate services according to service plans; Recommend to Summit DD when changes in services and/or waiver funding may be needed; Enter information into the CareStar Enterprise System (CSE); Submit TCM casenotes to Summit DD for billing; Comply with all DODD related rules and regulations.
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other

persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed Four Hundred Twenty-Eight Thousand Eight Hundred One Dollars and no/100 (\$428,801.00) and is limited to the Summit DD'S 2014 appropriation.
- B. NEON will invoice Summit DD no more than One Thousand Dollars and 00/100 (\$1,000.00) per month for NEON administration fee.
- C. NEON will receive as reimbursement for services under this Contract TCM revenue for billable hours entered by Summit DD on behalf of NEON for persons enrolled on TDD at the DODD established rate of Fifteen Dollars and Forty-Eight cents (\$15.48) per fifteen (15) minute units. Payment to NEON is limited to DODD accepted billing only; claims rejected by DODD for any reason will not be reimbursed to NEON by the Summit DD.
- D. NEON will invoice Summit DD for no more than Twenty Four Thousand Seven Hundred Ninety Five Dollars and 00/100 (\$24,795) for technology fees and tools. Fees and tools are not to exceed Seventy-Five Dollars and no/100 (\$75.00) per month per user for fees associated with the CareStar Enterprise system (CSE) not to exceed twenty-six (26) users; no more than Seventy-Five cents (\$0.75) per consumer fee per month for each person served not to exceed One Hundred Fifty-Five (155) consumers

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2014 through December 31, 2014.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and

the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

All services provided under this Contract shall be in accordance with applicable local, state and federal rules and laws including but not limited to the requirements of Chapter's 5123 and 5126 of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and any applicable requirements and regulations of the Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of the Summit DD.

C. ENTIRE CONTRACT

It is acknowledged by the parties that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES

Notices required to be given herein shall be in writing and shall be sent via certified mail to the following respective addresses:

TO: County of Summit
Developmental Disabilities Board
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Shirley Riggs
Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

- E. In the event that any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.
- F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

******* SIGNATURE PAGE TO FOLLOW *******

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Contract.

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

*APPROVED AS TO FORM
OPINION NO.: 10-095
MICHAEL D. TODD
ASSISTANT PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO*

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

Names and addresses of any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in Contractor.

NAME	ADDRESS

EXHIBIT 2

CONCILIATION PROCEDURE

In the event of disagreement between the parties as to their rights, duties and obligations under the Contractor Agreement, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of the Summit DD or Chief Executive Officer of the contract agency shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.

A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.

STEP II

Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

Neither party shall initiate any court action unless and until the conciliation procedure set forth in this policy has been completed.

County of Summit Developmental Disabilities Board

Attachment #2

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Administration of Quality Assessment RN, MUI Back-Up Investigations, Provider Compliance Reviews, Pre Admission Screening and Resident Review, and Annual Dues	Contract with North East Ohio Network (NEON) to administer Quality Assessment RN, MUI Back-Up Investigations, Provider Compliance Reviews, Pre Admission Screening and Resident Review, and Annual Dues on behalf of the Summit DD Board – referred to hereafter as Services Et Al Contract	<p>To approve contract for NEON to administer Services Et Al in the amount not to exceed \$121,325 per year for January 1, 2014 to December 31, 2015 for a total amount of \$242,650.</p> <p>This amount is the same as previous contract period.</p>	<p>Service Area: <u>SSA & Medicaid Services</u> # of Persons Served: <u>418</u> Total Cost: <u>\$121,325 per year</u> Amount of Increase /Decrease: 0</p> <hr/> <p>Summit DD contracts with NEON to provide review services on our behalf for Quality Assessment RN, MUI Back Up, and Provider Compliance Reviews. All of these services are required by Ohio Administrative Code (OAC). This contract also includes our Annual Dues. New service area is Pre Admission Screening and Resident Review.</p> <p>Proposed:</p> <ul style="list-style-type: none"> • QARN – approximately \$61,000 per year • MUI – approximately \$3,225 per year • Provider Compliance Regular - approximately \$18,000 • Provider Compliance Special – approximately \$12,000 per year • PASR – approximately \$23,100 per year • Annual Dues - \$4,000/year

Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee

_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

		<p><u>Quality Assessment RN:</u> OAC requires persons enrolled on HCBS Waivers and receiving medication administration by paid staff have a quality assessment review completed by a registered nurse. Summit DD contracts with NEON to provide this service on our behalf. During the previous contract period January 1, 2012 through September 1, 2013, NEON completed a total of 378 reviews.</p> <p><u>MUI Back-Up:</u> Summit DD contracts with NEON to provide investigations for major unusual as a back up during periods of increased demand. We did not use this service in 2013.</p> <p><u>Provider Compliance Reviews:</u> NEON completes Regular and Special Compliance Reviews as determined by Summit DD. During the previous contract period January 1, 2012 through September 1, 2013, NEON completed a total of 40 reviews.</p> <p><u>PASR:</u> Summit DD requires NEON services to complete Pre Admissions Screening and Resident Reviews (PASR). PASR is an OAC required service for the purpose of determining if an individual is eligible for admission to a nursing facility, or is eligible to continue services in a nursing facility. This service is required to be completed within ten (10) days of notification of the referral by Department of Jobs & Family Services. In 2012 Summit DD completed 94 PASRs.</p>
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Submitted By: Jerilyn George

Date: October 2013

For:

____ Superintendent / Assistant Superintendent

☒ Finance & Facilities Committee

☒ Services & Supports Committee

____ HR/LR Committee

____ Ethics Committee

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

Funds are available in 2014 budget			

Recommended for approval by the
October Finance & Facilities and
Services & Supports Committees

Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent

_____X_____ Finance & Facilities Committee

_____X_____ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
North East Ohio Network**

This Contract, entered into by and between the County of Summit Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and North East Ohio Network with its principal office located at 5121 Mahoning Avenue Suite 102 Austintown, Ohio 44515, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to NEON for Quality Assessment Registered Nurse Services (QARN), Back Up MUI Investigations, Provider Compliance Reviews, Pre Admission Screening for Resident Reviews (PASR), and Annual Dues.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Review of QARN reports, Review of MUI investigations, Review of PASRs, Review of Provider Compliance reports, and Annual Dues as outlined in Exhibit A. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD shall assist Contractor by placing at its disposal all available information pertinent to the services to be provided.

- C. The Board agrees to abide by all applicable Rules and Regulations of the Ohio Department of Developmental Disabilities.
- D. The Board shall be responsible for the development of the Individual Service Plan and Estimated Service Costs for eligible individuals with developmental disabilities.
- E. The Board shall be responsible for identifying the eligible individuals who are referred to NEON for purposes of acquiring services.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. **Contractor shall provide reports for QARN Reviews, PASR, MUI Investigations, Provider Compliance Reviews, and services provided to dues paying members, which are fully described in Exhibit A, attached hereto and made part of this contract.**
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:

1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or

organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.

- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.
- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed One Hundred and Twenty One Thousand Three Hundred Twenty Five Dollars and 00/100 (\$121,325.00) each year the contract is in effect and shall not exceed a total contract amount of Two Hundred and Forty Two Thousand Six Hundred and Fifty Dollars and 00/100 (\$242,650.00) and is limited to the Summit DD'S 2014 and 2015 budget appropriation.
- B. Contractor will submit monthly invoices noting service provided and fee as noted on Exhibit A.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2014 through December 31, 2015
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any

information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

All services provided under this Contract shall be in accordance with applicable local, state and federal rules and laws including but not limited to the requirements of Chapter's 5123 and 5126 of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and any applicable requirements and regulations of the Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of the Summit DD.

C. ENTIRE CONTRACT

It is acknowledged by the parties that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES

Notices required to be given herein shall be in writing and shall be sent via certified mail to the following respective addresses:

TO: County of Summit
Developmental Disabilities Board
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Shirley Riggs
Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

- E. In the event that any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.
- F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

******* SIGNATURE PAGE TO FOLLOW *******

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Contract.

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

*APPROVED AS TO FORM
OPINION NO.: 10-095
MICHAEL D. TODD
ASSISTANT PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO*

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

Names and addresses of any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in Contractor.

NAME	ADDRESS

CONCILIATION PROCEDURE

In the event of disagreement between the parties as to their rights, duties and obligations under the Contractor Agreement, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of the Summit DD or Chief Executive Officer of the contract agency shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.

A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.

STEP II

Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

Neither party shall initiate any court action unless and until the conciliation procedure set forth in this policy has been completed.

EXHIBIT A

NEON SERVICES PROVIDED TO COUNTY OF SUMMIT BOARD OF DEVELOPMENTAL DISABILITIES

A. NEON responsibilities for services are as follows:

Quality Assessment Registered Nurse Services

- When an individual receiving medications and other health related activities is referred by the Board, NEON will complete a quality assessment review performed by a registered nurse or registered nurse consultation per the requirement in OAC 5123:2-6-07
- Complete on-site visit to observe administration of medication and/or health related activities to individuals
- Complete the Quality Assessment Review Tool and Summary Report per DODD protocol with the final documents submitted to the provider and Board
- Complete follow-up with provider to determine that corrective measures have been implemented per plan of correction as submitted to the QARN
- Provide consultation as requested to the Board and providers

MUI Investigations

- Complete MUI investigations referred from the County Board – providing services as “back-up” during increased demand in accordance with OAC 5123:2-17-02
- Ensure the IAs conduct all investigations per Rule

Provider Compliance Reviews

- Complete regular and special compliance reviews per DODD requirements identified in OAC 5123-9-08 and county board request.

Pre Admission Screening and Resident Review (PASR)

- Required for Nursing Facility residents and applicants per OAC 5123:2-14-01

Annual Dues

- Payment of annual dues to NEON for services such as the investment of funds.

B. Service Fees for Calendar Year 20124 and 20135

- Quality Assessment Registered Nurse Services - \$47.50/hour for review services excluding travel time for approximately 215 reviews per year for approximately \$61,000 per year for service;
- MUI - \$45.00 per hour for actual investigative hours excluding travel time for approximately \$3,225 per year;
- Regular Provider Compliance Reviews - \$450/per review for approximately 40 reviews per year for approximately \$18,000 per year for service;

- Special Provider Compliance Reviews - \$45.00/hour for approximately 10 reviews per year for approximately \$12,000 per year for service;
- PASR - \$300.00 per review for approximately 77 reviews per year;
- Annual Dues – Up to \$4,000 per year.

County of Summit Board of Developmental Disabilities
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Oriana House Alternative Environment Program	<p>Establish alternative environment for persons served who are incarcerated in the Summit County Jail</p> <p>Contract not to exceed \$156,000.00.</p>	<p>To approve a contract for Oriana House Alternative Environment Program for 12 months January 1, 2014 – December 31, 2014 in the amount of \$156,000.00.</p> <p>Previous contract was for \$344,000 for September 20, 2012 – December 31, 2013.</p>	<p>Service Area: <u>SSA & Medicaid Services</u> # of Persons Served: <u>337 bed days for 5 persons served</u> Total Cost: <u>\$156,000 per year</u> Amount of Decrease: <u>\$188,000</u></p> <hr/> <p>The Summit DD and Oriana House jointly operate an innovative support option for persons with developmental disabilities in the Summit County Jail. The option provides an alternative environment to the jail.</p> <p><u>For Contract Period October 15, 2012 – September 30, 2013:</u></p> <ul style="list-style-type: none"> • Used 337 bed days for a total cost of \$188,628; • 5 persons participated – all males; • Charges included: attempted abduction, assault, disorderly conduct, and telecommunication harassment; • 3 persons (1 female, 2 males) were arrested but did not participate in Oriana program due to offenses not meeting criteria; • 13 other individuals were arrested but not incarcerated. <p><u>Participation in the Oriana Program:</u></p> <ul style="list-style-type: none"> • For misdemeanor and class 2, 3, 4, & 5 felonies; • Males and females able to participate; • As approved by courts, Summit DD, and Oriana. <p><u>Program details:</u></p> <ul style="list-style-type: none"> • The program is located at the site the SHARP Program is operated. SHARP is Special Housing Adjustment Residential Program and is tailored for persons with mental health needs who are involved in the criminal justice system; • Persons with developmental disabilities have their own sleeping and service area separate from SHARP participants;

Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent
_____ ☒ Finance & Facilities Committee
_____ ☒ Services & Supports Committee
_____ HR/LR Committee

County of Summit Board of Developmental Disabilities
TOPIC SUMMARY REPORT

		<ul style="list-style-type: none"> • Program is licensed by the Ohio Department of Rehabilitation & Correction; • Capacity for up to 3 males and 1 female at any one time. • Males are served at Glenwood location, females at Power Street location; • Persons are required to participate in daily skills development modules, including social, household, budgeting etc; • Process may require persons to stay in the jail for up to 48 hours before person can transition to Oriana; <p><u>Contract cost:</u></p> <ul style="list-style-type: none"> • Fee for Service but the Summit DD will be obligated for the first \$100,000.00; • Maximum number of bed days available for a 12-month period at a rate of \$156,000.00 is 310; • Variable Rate Structure - based on availability of unfilled beds funded partially through the City of Akron and Summit County. If some of the current beds are not filled, Persons with DD can use unfilled beds if available: <ul style="list-style-type: none"> ▶ Per Diem is \$180.29 <ul style="list-style-type: none"> □ If available bed partially funded by Akron City = \$109.55 □ If available bed partially funded by Summit County = \$105.19 • Oriana will bill Summit DD according to bed type used; • Oriana will require at least 2 staff on duty at all times. <p>Funds available in the budget.</p> <p>Recommended for approval by the October Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Jerilyn George

Date: October 2013

For: _____ Superintendent / Assistant Superintendent
_____ ☒ Finance & Facilities Committee
_____ ☒ Services & Supports Committee
_____ HR/LR Committee



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
ORIANA HOUSE**

This Contract, entered into by and between the County of Summit Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Oriana House with its principal office located at 885 East Buchtel Avenue Akron, Ohio, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Oriana House for staff supervision and daily living services delivered in alternative environment program.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: **monthly reports, documentation review, site visits**. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. **Summit DD shall review each person served in need of the service prior to placement in the Oriana Alternative Environment Program. Summit DD will complete periodic reviews of billing process to assure services billed reconcile with services provided.**

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. **Contractor shall provide supervision twenty-four (24) hours per day seven (7) days per week for each person served in the Oriana Alternative Environment Program; shall assure staff**

delivering services are trained to serve individuals with developmental disabilities in accordance with Summit DD's expectations; shall provide training in adaptive daily living areas as appropriate to each person's need; shall provide for cost to live needs. Contractor shall review each person served in need of the service prior to placement in the Oriana Alternative Environment Program and determine, within a reasonable period of time, if Contractor is able to serve the person or not. Persons who do not comply with Oriana rules may return to the county jail, if appropriate.

- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.**
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.**
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.**
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:**
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and**
 - 2. To allow effective program planning, service coordination and resource development.**
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit**

DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.
- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in

accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed One Hundred and Fifty –Six Thousand and no/100 (\$156,000) and is limited to the Summit DD'S 2014 appropriation.
- B. On or before January 31, 2014, Summit DD will pay Contractor the sum of One Hundred Thousand Dollars and no /100 (\$100,000). For period of January 01, 2014 through December 31, 2014 Summit DD will reimburse Contractor an amount not to exceed One Hundred Eighty Dollars and 29/100 (\$180.29) per diem for each day of service provided to each individual served under this contract.
- C. Contractor shall invoice Summit DD on a monthly basis for services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 01, 2014 through December 31, 2014.
- B. This Contract may be terminated by either party at any time for cause or for no cause by providing the other part with notice in writing not less than 90 days prior to terminating this Contract unless it is determined by Summit DD, at its sole discretion, that conditions exist which present an immediate and substantial risk to the physical or mental welfare of the individual(s) receiving service.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

All services provided under this Contract shall be in accordance with applicable local, state and federal rules and laws including but not limited to the requirements of Chapter's 5123 and 5126 of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and any applicable requirements and regulations of the Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of the Summit DD.

C. ENTIRE CONTRACT

It is acknowledged by the parties that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES

Notices required to be given herein shall be in writing and shall be sent via certified mail to the following respective addresses:

TO: County of Summit
Developmental Disabilities Board
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO:

E. In the event that any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.

F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

******* SIGNATURE PAGE TO FOLLOW *******

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Contract.

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

***APPROVED AS TO FORM
OPINION NO.: 10-095
MICHAEL D. TODD
ASSISTANT PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO***

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

Names and addresses of any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in Contractor.

NAME	ADDRESS

CONCILIATION PROCEDURE

In the event of disagreement between the parties as to their rights, duties and obligations under the Contractor Agreement, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of the Summit DD or Chief Executive Officer of the contract agency shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.

A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.

STEP II

Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

Neither party shall initiate any court action unless and until the conciliation procedure set forth in this policy has been completed.

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Hattie Larlham Community Services (HLCS) Nursing contract	<p>Renew a one year contract to provide nursing services for children and adults.</p> <p>2013 Total Contract Amount: \$494,685</p> <p>2014 Total Contract Amount: \$454,685</p>	<p>Approve contract with Hattie Larlham Community Services to provide nursing services to Board eligible children and adults. From January 1, 2014 through December 31, 2014. Contract not to exceed \$454,685</p>	<p>Service Area: Adult and Children's Services # of Individuals Currently Served: Adults-509 Children in Calico- 40 Additional # of Individuals Served: Decrease in children in Calico Capacity to remain relatively unchanged in Adult Services Total Cost: \$454,685 per year Amount of Increase: \$0 Amount of Decrease: \$40,000 (Children's Services) Satisfaction: Families and consumers continue to be satisfied with the nursing services they receive.</p> <p>-----Funding will support nursing services to both Board eligible children in Calico Center and adults attending center-based programs. Nursing Services are required for those needing g-tube feedings, aerosol treatments, medication administration and other medical treatments.</p> <p>The contract underwent a \$125,000 reduction for FY2012. This reduction has not affected the quality of services. Due to a decrease in enrollment in Calico, this contract is being reduced an additional \$40,000 in FY2014.</p> <p>The contract was put out for bid in 2009 at which time Hattie Larlham was the most responsive bidder. The contract was not put out for bid for 2014 because of the dramatic decrease in service needs for children. Over the next year with the current provider in place a needs assessment will be conducted. If nursing services for children continue past 2014, the contract will again go out for bid in accordance with typical Board practice.</p> <p>Funds are available in the budget.</p>
<p>Recommended for approval by the October Finance & Facilities and Services & Supports Committees</p>			

Submitted By: _____ Holly Brugh & Jean Fish _____ For: _____ Superintendent / Assistant Superintendent

Date: 9/4/12

☒ Finance & Facilities Committee
☒ Services & Supports Committee
____ HR/LR Committee
____ Ethics Committee



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
HATTIE LARLHAM COMMUNITY SERVICES**

This Contract, entered into by and between the County of Summit Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and HATTIE LARLHAM COMMUNITY SERVICES with its principal office located at 9772 Diagonal Road, Mantua, Ohio 4425, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to HATTIE LARLHAM COMMUNITY SERVICES for *Nursing Services for Adult Services and Children's Services Programs*.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD shall review and evaluate the services delivered by Contractor on a continuing basis to ensure that such services are delivered in accordance with the individual's Individual Plan (IP), Individualized Education Plan (IEP) and Individualized Family Service Plan (IFSP). The results of said review and evaluation will be shared by Summit DD with the Contractor.
- C. Summit DD will provide all necessary medical equipment and medical supplies for completion of daily nursing services for individuals enrolled in Summit DD programs.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.

- B. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to Summit DD for all staff providing services under this Agreement
1. Nursing services shall be carried out under the supervision of the Contractor who shall have the full authority regarding the employment and direction of nursing personnel, personnel policies, and medical and nursing policies.
 2. Nursing time to be scheduled at locations designated by Summit DD. All nurses will work Summit DD's 260 day varied scheduled daily and shall work all days that Summit DD staff is required to work unless other arrangements are made. If nursing staff is not available on the designated day, the Contractor is responsible to provide coverage to meet client needs. The Contractor will notify the Managers of sites affected by absences. Summit DD will furnish Contractor with a copy of the work calendar for each designated site.
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and

2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the

books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed FOUR HUNDRED FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$454,685) in 2014 and is limited to the Summit DD'S 2014 appropriation.
- B. Payments will be made in twelve (12) equal monthly payments each year.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2014 through December 31, 2014.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

The Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

All services provided under this Contract shall be in accordance with applicable local, state and federal rules and laws including but not limited to the requirements of Chapter's 5123 and 5126

of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and any applicable requirements and regulations of the Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of the Summit DD.

C. ENTIRE CONTRACT

It is acknowledged by the parties that this Contract supersedes any and all previous written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES

Notices required to be given herein shall be in writing and shall be sent via certified mail to the following respective addresses:

TO: County of Summit
Developmental Disabilities Board
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: HATTIE LARLHAM COMMUNITY SERVICES
9772 Diagonal Road
Mantua, Ohio 44255

- E. In the event that any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.
- F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

******* SIGNATURE PAGE TO FOLLOW *******

SIGNATURES

IN WITNESS WHEREOF, the parties by their duly authorized representatives have executed this Contract.

**HATTIE LARLHAM:
COMMUNITY SERVICES**

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Thomas L. Armstrong, Superintendent
Print Name

Witness / Date

Witness / Date

**APPROVED AS TO FORM
OPINION NO.: 10-095
MICHAEL D. TODD
ASSISTANT PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO**

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

Names and addresses of any individuals or organizations having a direct or indirect ownership or control interest of 5% or more in Contractor.

NAME	ADDRESS

CONCILIATION PROCEDURE

In the event of disagreement between the parties as to their rights, duties and obligations under the Contractor Agreement, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of the Summit DD or Chief Executive Officer of the contract agency shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.

A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.

STEP II

Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

Neither party shall initiate any court action unless and until the conciliation procedure set forth in this policy has been completed.

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Adoption of Unused Sick Leave policy	To codify in policy the Board's current practice relative to non-bargaining employees	The Board approve an Unused Sick Leave policy.	<p>The proposed policy codifies two components related to unused sick leave:</p> <ol style="list-style-type: none"> 1. Conversion of sick leave to cash on an annual basis 2. Conversion of sick leave to cash upon retirement <p>As it relates to #1, the Board's current conversion plan allows affected employees on an annual basis to convert accumulated but unused sick leave to cash at the rate of fifty percent (50%) of its current value.</p> <p>As it relates to #2, Summit DD's current practice as applied to non-bargaining employees provides for an employee with ten or more years of service, at the time of retirement, to convert sick leave to cash at the rate of fifty percent (50%) of its current value. Conversion requirements for bargaining unit staff are contained in applicable collective bargaining agreements.</p> <p>Upon review of Summit DD's separation procedures in preparation for the 2014 Early Retirement Incentive Program, it is recommended that these current practices be codified through the adoption of the attached Unused Sick Leave policy.</p>
<p style="text-align: center;">Recommended for approval by the October HR/LR Committee</p>			

Attachment #5

Submitted By: _____ Lynn Sargi _____

Date: _____ October 8, 2013 _____

For: _____ Superintendent / Assistant Superintendent
 _____ Finance & Facilities Committee
 _____ Services & Supports Committee
 X _____ HR/LR Committee
 _____ Ethics Committee

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

2032 – UNUSED SICK LEAVE

On an annual basis employees may convert accumulated but unused sick leave to cash at the rate of fifty percent (50%) of its current value. The maximum amount of converted sick leave that can be considered earnable income toward Ohio Public Employees Retirement System (OPERS) is the amount the employee accrues in one calendar year, less any amounts used or converted during the calendar year. To be considered earnable salary the leave also must have been earned in the calendar year it was converted. This concept is considered the LIFO method (last in, first out).

A non-bargaining employee may elect, at the time of retirement from the Board's employ and with ten (10) or more years of service with the state, any political subdivisions, or any combination thereof, to be paid in cash fifty percent (50%) of the value of any unused accumulated sick leave credit. This payment shall be based on the employee's rate of pay at the time of retirement and eliminates all sick leave credit accrued but unused by the employee at the time payment is made. An employee may receive this conversion payment only once during the employee's lifetime.

Conversion of accumulated sick leave upon separation for bargaining unit employees shall be consistent with applicable collective bargaining agreements.

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Approval to provide match funds for Summit DD Board to continue in the Bridges to Transition collaborative between County Boards of DD and the Ohio Rehabilitation Services Commission*	The goal of the Bridges to Transition program is to increase services to youth with Developmental Disabilities by enhancing career exploration through collaboration with local school districts, students, families, employers and the County Board of DD.	It is recommended that Summit DD renew a 1-year agreement to participate in the Bridges to Transition Program providing match of \$74,172.44. The project will operate from October 1, 2013 to September 30, 2014.	Service Area: Community Employment # of Individuals Currently Served: 64 Additional # of Individuals Served: 34 Total Cost: \$74,172.44 Amount of Increase/Decrease: \$14,172.44 increase Satisfaction: The Bridges to Transition program has doubled in size since last year.
Bridges to Transition statewide project management is provided by The Ohio Association of County Boards (OACB).	Summit County would use match dollars to continue a transition program aimed at students two to four years prior to graduation.	* After October 1, 2013, the Ohio Rehabilitation Services Commission will be known as the Opportunities for Ohioans with Disabilities (OOD).	The Bridges to Transition program breaks down barriers to employment through community work experiences and the development of community-based vocational goals. The average cost to provide this experience is \$3000 annually per student. The average cost of Summit DD facility-based programming is \$27,341. This program is designed to create the path to community employment prior to graduation. The Summit DD Board joined the Bridges to Transition Program in May of 2011. Since that time, 64 students have participated in the program in Summit County. For the first year of the program, Summit DD and the Ohio Association of County Boards worked with Twinsburg High School and Akron Public Schools. 18 students were identified to participate in this program. They participated in a two-week summer work training program. United Disability Services (UDS) provided this training to the students. The summer program consisted of 'mixed instruction', including both classroom and company visit components.

Submitted By: Carrie Roberts

For: Superintendent / Assistant Superintendent
X Finance & Facilities Committee
X Services & Supports Committee
 HR/LR Committee

Date: September 2013

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

		<p>During the second year of the program, Hattie Larlham was introduced as a new partner and 10 additional students joined Bridges. Students who participated in the summer program at UDS during the first year, participated in a paid work opportunities through Hattie Larlham the second year. In addition, an after-school work training program was offered through Hattie Larlham and United Disability Services.</p> <p>During the third year, the students who originally joined the program started the job development process. The second-year students tried a paid work experience through Hattie Larlham. Bridges was also opened up to all students in Summit County.</p> <p>This will be the fourth year in the program. Match will provide services for up to 72 individuals. \$80,000 in match should draw down \$295,200 in funding. Half of the match is due in November 2013 and remaining amount is due April of 2014. The funding amount can vary depending on how case service dollars were spent during the first half of the program year. Funds are in the 2013 and 2014 budgets.</p> <p>There are a total of 39 counties participating in the Bridges to Transition Collaborative statewide.</p>
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Submitted By: Carrie Roberts

Date: September 2013

For: Superintendent / Assistant Superintendent
 X Finance & Facilities Committee
 X Services & Supports Committee
 HR/LR Committee

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

			<p><u>Update: Bridges served 15 students who have graduated.</u></p> <p>2 graduates have been successfully placed. 1 graduate was placed, but lost his job. He is in job development. 1 graduate is attending a community college. 6 graduates are in job development. 2 graduates are attending Goodwill Industries. 1 graduate is attending UDS Sociabilities. 1 graduate is new to Bridges and is just getting started. 1 graduate took "the summer off" and will be entering job development.</p> <p>Recommended for approval by the September Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Carrie Roberts
Date: September 2013

For: Superintendent / Assistant Superintendent
 X Finance & Facilities Committee
 X Services & Supports Committee
 HR/LR Committee

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Summit County Family and Children First Council / Summit County Cluster for Youth Funding Agreement	Summit DD continues to contribute funds for the shared pool agreement that provides services to youth.	Summit DD to continue participation in shared pool agreement for amount of \$100,000 for the time period of January 1, 2014 through December 31, 2014.	<p>Service Area: Children</p> <p>Total Cost: \$100,000.00.</p> <p>Amount of Increase/Decrease: 0</p> <hr/> <p><u>January 1, 2013 through August 31, 2013:</u></p> <ul style="list-style-type: none"> 50 children were served - of whom 14 were persons with developmental disabilities <p><u>January 1, 2012 through August 31, 2012:</u></p> <ul style="list-style-type: none"> 65 children were served - of whom 11 were persons with developmental disabilities <p>The purpose of this contract is establish a shared pool for funding to the Family and Children First Council (FCFC) in support of services through CLUSTER, which provides services to multi need children in Summit County. These services include but are not limited to: service coordination, placement, food, clothing, medical, and psychological / psychiatric care This agreement allows Summit DD access to additional funding for services to children that otherwise Summit DD would sustain.</p> <p>Funds from this contract are used to pay for the Cluster services, cost of two Cluster Coordinators, and Cluster Cross Systems Training.</p> <p>Summit County Health Department (SCHD) is the designated Administrative/Fiscal agent and generates the contract as well as provides accountings for funds held in this shared pool.</p> <p>Summit DD contributes \$100,000 to this shared pool; disbursement is through a one time payment of \$100,000.00.</p>

Submitted By: Jerilyn GeorgeDate: September 2013

For: _____ Superintendent / Assistant Superintendent

X Finance & Facilities Committee

X Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

TOPIC SUMMARY REPORT

		<p>Shared pool contributions vary by agencies, and have remained the same for the past several years. Other participating agencies include:</p> <ul style="list-style-type: none">Children's Services Board (\$120,000)Juvenile Court (\$100,000)Child Guidance & Family Solutions (\$68,000). <p>Summit DD share of contract reflects the increased needs of persons with developmental disabilities.</p> <p>The contract allows us to amend the contract if the other agencies do not sign agreements for the amounts identified in the contract.</p> <p>Funds are available in the 2014 budget.</p> <p>Recommended for approval by the September Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Jerilyn George

Date: September 2013

For:

Superintendent / Assistant Superintendent

<u>X</u>	Finance & Facilities Committee
<u>X</u>	Services & Supports Committee
<u> </u>	HR/LR Committee
<u> </u>	Ethics Committee

SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT

This Agreement is made between County of Summit Developmental Disabilities Board (DD), located at 89 E. Howe Ave., Tallmadge, Ohio 44278, Thomas Armstrong, Superintendent, duly authorized, and the Summit County Family and Children First Council, (FCFC), authorized under Ohio Revised Code Section 121.37 on behalf of Summit County Cluster for Youth, (CLUSTER), a committee within Summit County Family and Children First Council, acting by Tonya Block, its Director.

This Agreement is effective from January 1, 2013, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on December 31, 2013.

I. PURPOSE

DD agrees to contribute funding to FCFC in support of services through CLUSTER to provide services to multi need children in Summit County. Such FCFC/CLUSTER services include, but are not limited to, service coordination, placement, food, clothing, wraparound, and medical, psychological and/or psychiatric care.

II. GENERAL PROVISIONS

This Agreement is made under and governed by the laws of the state of Ohio and is subject to all applicable provisions of Ohio and Federal law and regulations related to the provision of child welfare services to children and youth.

III. FUND MAINTENANCE

Summit County Health District (SCHD) located at 1100 Graham Road Circle, Stow, Ohio 44224-2992 is the designated Administrative/Fiscal agent for FCFC as specified in the Administrative/Fiscal Agent Agreement attached hereto and incorporated by reference. In accordance with that Administrative/Fiscal Agent Agreement, and acting on behalf of FCFC/CLUSTER, SCHD shall maintain all funds donated to FCFC/CLUSTER, as donated by County of Summit DD Board, Summit County Children Services, Summit County Juvenile Court and County of Summit ADM Board in a separate fund account. Acting as fiscal agent for FCFC, SCHD will provide accountings for funds held in the fund account as detailed in the Administrative/Fiscal Agent Agreement.

IV. FUNDING

Under the terms of this Agreement, DD agrees to donate and deposit into the separate fund account, on behalf of FCFC/CLUSTER, an amount not to exceed, One Hundred Thousand Dollars (\$100,000). The other contributors are: Summit County Juvenile Court, Summit County Children Services, and

County of Summit ADM Board.

V. FUND USE/ACCESS

All funds deposited into the separate fund account shall be used to pay the costs of services for FCFC/CLUSTER children. In addition, funds will be used to pay the salaries and fringe benefits, travel and supplies, of two Cluster Coordinators, and Cluster Cross Systems Training.

The CLUSTER Administrative Council, with the approval of the CLUSTER Review Council shall determine the eligibility of any youth regarding the use of FCFC/CLUSTER funds. In addition, the CLUSTER Administrative Council will determine the appropriateness of placement and/or services to be provided and whether or not the entire cost or a portion of the cost for such services and/or placement should be paid from the fund. The CLUSTER Supervisor, upon receipt of the written approval of the CLUSTER Administrative Council, may withdraw monies from the fund in amounts sufficient to pay for the approved services and make direct payment to the service provider. The CLUSTER Administrative Council will monitor monthly expenditures to assure spending does not exceed the FCFC/CLUSTER's approved budget.

The financially contributing members to the fund retain responsibility of the fund with oversight by the FCFC Executive Council. Any questions, concerns or disputes regarding funding for a specific child will be directed to the Executives of the financially contributing members of the fund. SCHD shall provide quarterly fiscal reports to the FCFC/Cluster Executive Council in accordance with the Administrative/Fiscal Agent Agreement. The FCFC/Cluster Executives shall direct all questions or requests for additional information relative to the fund to the FCFC Director or Cluster Supervisor.

VI. AGREEMENT REVIEW

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (December 31, 2013), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the agreement.

VII. SEPARABILITY

This Agreement is separable. If any provision of this Agreement is declared void or invalid by any Court, it will not affect the validity of any of the other provisions of this Agreement. If one or more of the contributing agencies terminate and/or alter their contribution amount this contract may be reviewed and/or amended.

VIII. COMPLETE AGREEMENT

This Agreement is the complete understanding of the parties. Anything not included in this Agreement is not binding.

IX. MODIFICATION

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

X. NOT BINDING IN SUCCESSOR/ASSIGNS

This Agreement is made solely for the benefit of FCFC/CLUSTER and no other person shall acquire or have any right thereunder or by virtue hereof.

XI. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XII. NOTICE

Any notice of other communication to be given under this Agreement shall be given by delivering the same in writing to the following addressees:

For FCFC:
Director

Family and Children First Council/Summit County Cluster for Youth
Summit County Health District
1100 Graham Road Circle
Stow, Ohio 44224-2992
Phone: 330/926-5604
Fax: 330/923-1350

For DD:
Superintendent

County of Summit Developmental
Disabilities Board
89 E. Howe Ave.
Tallmadge, Ohio 44278
Phone: 330-634-8080
Fax: 330-634-8081

XIII. HEADINGS

The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

IN WITNESS WHEREOF, the parties hereto do execute this agreement this _____ day of

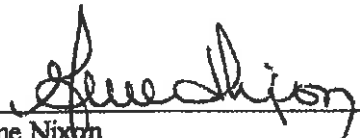
_____ 20____

 1-17-13

Thomas Armstrong Date
Superintendent
County of Summit Developmental Disabilities Board

 10/16/12

Tonya Block Date
Director
Family & Children First Council

 10/12/12

Gene Nixon Date
Commissioner
Summit County Health District
Administrative/Fiscal Agent FCFC

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Response to RFP for the purchase of (2) light transit vehicles.	<p>Health and Safety of Persons Served</p> <p>Replacing older vehicles decreases preventive maintenance cost.</p> <p>Replacing older vehicles will improve operating and customer service practices</p> <p>Vehicles to be replaced have reached there expected vehicle life.</p>	<p>Recommend approval of bid proposal from Whitworth Bus Sales, Inc. and not to exceed \$128,900.</p>	<p>Service Area: Transportation</p> <p># of Individuals Currently Served: 537</p> <p>Additional # of Individuals Served: N/A</p> <p>Total Cost: \$128,900.00</p> <p>Amount of Increase/Decrease: N/A</p> <p>Satisfaction: Persons Served 94.4% and Parent/Guardian 92.3% (2011)</p> <p>The State of Ohio (ODOT) permits/awarded Whitworth Bus Sales to provide light transit vehicles under state bid #248-13. The contract is in effect from October 1, 2012 to December 31, 2014 inclusive.</p> <p>Nine (9) Ohio Developmental Disabilities Boards have purchased buses from ODOT Bid # 248-13.</p> <p>Board approved RFP on August 21, 2013, Board Resolution 13-07-06.</p> <p>Whitworth pricing and specifications meet ODOT Bid # 248-13.</p> <p>Bid Proposal(s)</p> <p>1. Whitworth at \$128,900</p>

Submitted By: Eldridge Black

Date: October 10, 2013

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee

_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

TOPIC SUMMARY REPORT

		<p>Ability to transport five (5) wheel chairs on a bus at any given time on community trips and to the work centers.</p> <p>Vehicles will be delivered with large number of standard safety items which are intended to ensure the safety and security of the passengers we transport.</p> <p>All vehicles will be delivered will be white in color.</p> <p>Trade-ins to lower overall cost are available. There will be seven (7) buses traded in, which are older, fully depreciated and no longer needed.</p> <p>Will reduce vehicle insurance by approximately \$3,200 per year.</p> <p>Consistent with Annual Operating Plan Strategic Initiatives for the Transportation Department around fleet evaluation and vehicle replacement schedule.</p> <p>The delivery, service and warranty will be handled by Myers Equipment Corporation</p> <p>Funds are available in the 2013 transportation budget</p> <p>Recommended for approval by the October Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Eldridge Black

Date: October 10, 2013

For: _____ Superintendent / Assistant Superintendent
 X Finance & Facilities Committee
 X Services & Supports Committee
 _____ HR/LR Committee
 _____ Ethics Committee

TOPIC SUMMARY REPORT

<u>Trade In / Bus Unit #</u>	<u>Make / Model</u>	<u>Mileage</u>	<u>Year/Condition/Vin #</u>
#254	International/Eldorado	110,321	2002/ Poor/ #1HVBEABM52H510925
#255	International/Eldorado	168,463	2002/ Poor/ #1HVBEABM72H510926
#256	International/Eldorado	145,252	2002/ Poor/ #1HVBEABM92H510927
#257	International/Eldorado	161,228	2002 / Poor/ #1HUBEABM02H510928
#258	International/Eldorado	146,758	2002/ Poor/ #1HVBEABM02H510959
#261	International/Eldorado	127,043	2002/ Poor/ #1HVBEABM02H510962
#281	International/Eldorado	119,934	2002/ Poor/ #1HVBTAFM64H617775

Submitted By: Eldridge Black

Date: October 10, 2013

For: _____ Superintendent / Assistant Superintendent
 X Finance & Facilities Committee
 X Services & Supports Committee
 _____ HR/LR Committee
 _____ Ethics Committee

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE NINE MONTHS ENDED SEPTEMBER 30, 2013 AND 2012

	9/30/2013			9/30/2012		
	2013	2013	YTD \$	2012	YTD \$	YTD %
	ANNUAL BUDGET	YTD ACTUAL	BUDGET REMAINING	ANNUAL BUDGET	YTD ACTUAL	BUDGET REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 50,513,674	\$ 46,918,590	\$ 3,595,084	\$ 50,961,305	\$ 46,514,292	\$ 4,447,013 8.7%
PERSONAL PROPERTY REIMB	533,981	76,283	457,698	918,042	230,785	687,257 74.9%
REIMBURSEMENTS	15,092,545	11,716,134	3,376,411	15,448,172	12,750,295	2,697,877 17.5%
GRANTS	695,200	335,349	359,851	384,000	423,408	(39,408) -10.3%
CONTRACT SERVICES	513,000	305,996	207,004	250,000	296,970	(46,970) -18.8%
REFUNDS	-	2,866	(2,866)	-	37,220	(37,220) 0.0%
OTHER RECEIPTS	346,000	310,619	35,381	327,000	337,762	(10,762) -3.3%
SALES	15,000	11,500	3,500	-	10,779	(10,779) 0.0%
TOTAL REVENUE	\$ 67,709,400	\$ 59,677,337	\$ 8,032,063	\$ 68,288,519	\$ 60,601,511	\$ 7,687,008 11.3%
OPERATING EXPENDITURES						
SALARIES	26,428,340	18,714,498	7,713,842	26,072,780	19,216,834	6,855,946 26.3%
EMPLOYEE BENEFITS	11,237,561	7,748,174	3,489,387	11,220,439	7,847,347	3,373,092 30.1%
SUPPLIES	1,648,015	1,241,563	406,452	1,875,184	1,118,601	756,583 40.3%
TRAVEL	423,748	242,727	181,021	353,962	256,372	97,590 27.6%
CONTRACT SERVICES	29,907,838	24,169,654	5,738,184	28,848,471	23,410,335	5,438,136 18.9%
UTILITIES	721,000	453,385	267,615	898,000	437,435	460,565 51.3%
RENTALS	828,900	802,703	26,197	955,010	817,252	137,758 14.4%
ADVERTISING	195,500	88,348	107,152	122,000	102,470	19,530 16.0%
OTHER EXPENSES	327,590	292,943	34,647	396,795	272,902	123,893 31.2%
EQUIPMENT	597,744	218,548	379,196	897,920	419,052	478,868 53.3%
REAL PROPERTY IMPROVEMENT	500,000	536,857	(36,857)	800,000	214,224	585,776 73.2%
TOTAL EXPENDITURES	\$ 72,816,236	\$ 54,509,400	\$ 18,306,836	\$ 72,440,561	\$ 54,112,823	\$ 18,327,738 25.3%
NET REVENUES AND EXPENDITURES	\$ (5,106,836)	\$ 5,167,937		\$ (4,152,042)	\$ 6,488,688	
BEGINNING FUND BALANCE	\$ 71,064,934	\$ 71,064,934				
PLUS: REVENUE	67,709,400	59,677,337				
LESS: EXPENDITURES	(72,816,236)	(54,509,400)				
ENDING FUND BALANCE	\$ 65,958,098	\$ 76,232,871				

Recommended for approval by the
October Finance & Facilities Committee

8.3%
25.0%

Current Month

\$21,493,000

*** Not reflected on this statement is approximately \$301,300 of prior year encumbrances, when added to the 2013 budget gives a total of approximately \$801,300 available for current year expenditures. As of September 30, 2013, there is a remaining available balance of approximately \$264,400

Overall lower than expected receipts

Workstations at Akron Center

50,000
10,000

TOPIC SUMMARY REPORT

Attachment #10

For: _____ Superintendent / Assistant Superintendent
 _____ X Finance & Facilities Committee
 _____ Services & Supports Committee
 _____ HR/LR Committee
 _____ Ethics Committee

Date: October 2013

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

3012 - TITLE XX

The Summit DD shall participate in the Title XX reimbursement program to maximize its revenue.

Under the Title XX reimbursement program, Summit DD shall provide services as outlined and approved in Title XX. Summit DD shall adhere to all proper reporting, billing, and documentation criteria outlined in the Title XX Contract, its Assurances and Attachments, **including but not limited to the service selection and fee schedule, and associated rate schedules approved by the Ohio Department of Developmental Disabilities.** These services will be provided "Without Regard to Income" for those individuals that meet OEDI/COEDI eligibility criteria for Summit DD.

If the Individual Service Plan (ISP) suggests that an individual can be reimbursed by other funding sources, but is denied payment, individuals may be transferred to Title XX reimbursement. Eligibility of individuals shall be re-determined annually during the Individual Service Plan process.

All records supporting 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. All records must be retained for at least seven (7) years following the end of the contract/grant period.

Summit DD shall maintain in each consumer's file, the most recent ISP that substantiates the provision of Title XX services.

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> 2014 Employee Health and dental insurance 	<ul style="list-style-type: none"> Provision of quality health plan for Summit DD employees. 	<ul style="list-style-type: none"> Adopt Insurance Committee's recommendation for Aetna's 500/1000 health insurance plan for eligible employees for the 2014 benefit year. 	<p><u>Health Insurance</u></p> <p>The Board's 2014 budget for health insurance is \$5,857,054, slightly higher than the 2013 budget. This amount is the result of an approved increase for the health insurance line item offset by the reduction in approved FTEs for 2014.</p> <p>In 2012 proposals were solicited for 2013 from three national carriers with increases ranging from an 8.7% to 12% increase over 2012 rates to maintain the current plan design. The Insurance Committee (comprised of representatives from each of the four bargaining units and management) reached consensus and recommended Aetna. Included in Aetna's proposal was a 14.65% premium cap for 2014 as well as \$100,000 prefunded wellness dollars to be used at Summit DD's discretion.</p> <p>The Insurance Committee convened twice in early October and reached consensus to recommend maintaining the current plan design for 2014. The 2014 rate increase totals 17.1% including:</p> <ul style="list-style-type: none"> Approximately a 14.65% premium increase (the cap) An additional 2.45% attributed to Affordable Care Act fees and implementing in 2014 a slight plan design enhancement that is required by law by 1/1/2015. <p>Total 2014 cost should fall within budget due to the anticipated number of enrollees.</p> <p>Strategic priorities continue to focus on effective funding, integrated</p>

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent
X Finance & Facilities Committee
 Services & Supports Committee
X HR/LR Committee
 Ethics Committee

Date: October 8, 2013

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

		<p>incentive program to encourage wellness, employee engagement, personal responsibility, and choices.</p> <p>2014 Board Share: Single: Increase of \$88.82 per month (to \$608.22) Family: Increase of \$215.46 per month (to \$1475.43)</p> <p>2014 Employee Share: Single: Increase of \$4.67 per month (to \$32.01) Family: Increase of \$36.33 per month (to \$248.81)</p> <p><u>Dental Insurance</u></p> <p>Summit DD has been notified that its dental insurance carrier is not increasing rates for 2014.</p>
	<p>Recommended for approval by the October Finance & Facilities and HR/LR Committees</p>	

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent
Date: October 8, 2013 X Finance & Facilities Committee
Services & Supports Committee
X HR/LR Committee
Ethics Committee

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> Domestic Partner health and welfare benefits 	<ul style="list-style-type: none"> Extension of benefits to domestic partners to create total compensation equity and fairness amongst employees. 	<ul style="list-style-type: none"> Extend health and welfare benefits to same sex and opposite sex domestic partners and their dependents effective January 1, 2014. 	<p>Summit DD ensures that persons will be employed, appointed, and compensated in its agency without discrimination on the basis of race, color, national origin, gender, age, disability, sexual orientation, religion, ancestry, veteran status, genetics or military status. Summit DD's current health and welfare benefits (medical, dental and vision insurance) are not currently provided to same sex or opposite sex domestic partners. In order to create total compensation equity and fairness amongst employees, staff is recommending that effective January 1, 2014, Summit DD offer health benefits to domestic partners consistent with the agency's commitment to diversity and inclusiveness.</p> <p>On September 16, 2013, Summit County Council approved an ordinance extending health insurance benefits to domestic partners and their dependents; several other publicly funded entities in the State of Ohio including many major cities, the University of Akron, Cuyahoga County, and Cuyahoga County Board of Developmental Disabilities have already taken steps to offer similar benefits.</p> <p>If approved, Summit DD will implement procedures, including an Affidavit of Domestic Partnership, requiring employees and their domestic partners to attest to certain eligibility criteria and provide verification of the partnership (e.g., joint mortgage or lease, joint debt or asset, designation of the partner as beneficiary or durable power of attorney, etc.)</p>
<p>Recommended for approval by the October HR/LR Committee</p>			

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent
Finance & Facilities Committee
Services & Supports Committee
X HR/LR Committee
Ethics Committee

Date: October 8, 2013

County of Summit Board of Developmental Disabilities
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Review of direct service contracts to assure ethical standards are not violated	Board employees who are also employed with a contract agency of the county board.	That the Board adopt the recommendations of the Ethics Committee	<p>Affidavits of Board employees Narquita Thornton and Christine Cain, who are also employed by Arbor Home Health, a contract agency of Summit DD.</p> <p>Affidavit of Board employee Fawn Howard, who is also employed by White House Behavioral Health, a contract agency of Summit DD.</p> <p>Affidavit of Board employee Sarah McCrory, who is also employed by Hope Homes a contract agency of Summit DD.</p> <p>Affidavit of Board employee Shanita Ruple, who is also employed by Siffrin, Inc., a contract agency of Summit DD.</p> <p>Affidavit of Board employee Jazzmen Walker, who is also employed by Hattie Larlham, a contract agency of Summit DD.</p> <p>Each of the above employees has certified by affidavit that their specific, secondary employment situations meet the conditions specified in ORC 5126.033.</p> <p>The Ethics Committee has determined that each direct service contract meets the conditions specified in ORC 5126.033.</p> <p>The Ethics Committee recommends that the Board continue to participate in its contracts with Arbor Home Health, White House Behavioral Health, Hope Homes, Siffrin, Inc. and Hattie Larlham.</p> <p>Recommended for approval by the September 2013 Ethics Committee</p>

Submitted By: Lisa Kamlowsky For: Superintendent / Assistant Superintendent
Finance Committee
Programs & Services Committee
HR/LR Committee
x Ethics Committee

Date: October 2013



ETHICS COMMITTEE MEETING Wednesday, September 18, 2013

Committee Members: Lisa Kamlowksy, Jackie Cooper, Karen Arshinkoff, Denise Ricks
Committee Members Excused: Thomas Armstrong

The meeting commenced at 4:30 p.m.

This meeting was the first meeting to include Board member Denise Ricks who has not previously served on this committee. The role and purpose of Ethics Committee was reviewed. Ethics Committee is a Board Committee with specific roles and functions as outlined in Ohio law. The committee's role is to review direct service contracts which result in payment from the Board for services to a member of the Board member's family, or to a Board employee or family member of a Board employee. When a Board employee is selected to provide services, those individuals may hold IO and/or Level One Waiver provider certification through the Ohio Department of DD, or the individual may be employed by an independent provider who has a contract with Summit DD. The agency process requires the employee to complete a conflict of interest affidavit attesting that the employee has not exercised any undue influence in obtaining the work or participated in any decisions affecting the provision of services, the necessity for services, or the choice as to who should provide services, as well as other facts as required by law. The employee's status as a waiver provider is confirmed as are the services the employee is certified to provide. The person's served SSA is contacted to confirm the services have been identified as necessary by the team, are on the plan and that the hours and cost are within the limits allowable by the applicable waiver. The number of hours the Board employee will work for the contract provider is documented, and, if known, the person to be served is identified. All of the foregoing is documented. The Ethics Committee reviews the rate of payment and scope of services to ensure they fall within applicable requirements, and will make recommendations to the Board relative to the agency contracts.

I. Review of Direct Service Contracts Arbor Home Health

Narquita Thornton and Christine Cain are employees with Summit DD and are also employed by Arbor Home Health as Direct Care Staff. Summit DD has a contract with Arbor Home Health that funds non-waiver services. Funding is provided under the contract at the established waiver rate. The committee recognizes that this employee has certified by affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.



Whitehouse Behavioral Health

Fawn Howard is an employee with Summit DD and is also employed by Whitehouse Behavioral Health as direct care staff. Summit DD has a contract with Whitehouse Behavioral Health that funds non-waiver services. Funding is provided under the contract at the established waiver rate. The committee recognizes that this employee has certified by affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.

Hope Homes

Sarah McCrory is a substitute employee with Summit DD and is also employed by Hope Homes as Direct Care staff. Summit DD has a contract Hope Homes that funds non-waiver services. Funding is provided under the contract at the established waiver rate. The committee recognizes that this employee has certified by affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.

Siffrin, Inc.

Shanita Ruple is a substitute employee with Summit DD and is also employed by Siffrin, Inc., as Direct Care staff. Summit DD has a contract Siffrin, Inc., that funds non-waiver services. Funding is provided under the contract at the established waiver rate. The committee recognizes that this employee has certified by affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.

Hattie Larlham

Jazzmen Walker is a substitute employee with Summit DD and is also employed by Hattie Larlham as Direct Care staff. Summit DD has a contract Hattie Larlham that funds non-waiver services. Funding is provided under the contract at the established waiver rate. The committee recognizes that this employee has certified by affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.


II. Recommendations to the Board


The Committee finds that Ms. Thornton, Ms. Cain, Ms. Howard, Ms. McCrory, Ms. Ruple and Ms. Walker have attested that all of the conditions specified in ORC 5126.033 have been met. Mrs. Cooper moved that the committee recommend to the Board that the Board adopt the recommendations of the Ethics Committee and that the Board continue to participate in its contracts with Arbor Home Health, Whitehouse Behavioral Health, Hope Homes, Siffrin, Inc., and Hattie Larlham.

Ms. Ricks seconded the motion; motion passed unanimously.


There being no further business, the meeting was adjourned at 4:42 p.m.

**NOT A NEW TAX
NOT A TAX INCREASE**



VOTE

FOR **1**

**Mental Health &
Recovery Programs**



SupportADMBoard.org



The County of Summit Alcohol, Drug Addiction and Mental Health Services Board (ADM Board) is the local agency mandated by law to see that treatment and support services are available for adults, teens and children with mental illness and/or alcohol/drug addiction.

NOT A TAX INCREASE - this 2.95 mill **renewal levy** will provide for 75 percent of the agency's operating budget – and will continue to cost the owner of a \$100,000 home just \$7.50 per month.

SUPPORTS PEOPLE IN CRISIS through **24 hour access** to ADM services. The ADM Crisis Center provides screening, assessment, referral and treatment for adults experiencing mental health or substance abuse emergencies or crises as well as a **24-hour suicide prevention** hotline.

SUPPORTS VETERANS through collaboration with the Veterans Administration and other agencies to provide outreach and treatment to ensure that veterans returning from active duty are connected with the help they need.

KEEPS OUR COMMUNITIES SAFE with programs aimed at stopping young people's drug and alcohol abuse, preventing suicide and by providing specialized training and consultation for police on how to work with people in crisis.

INVESTS IN FAMILIES through programs that give our younger generations the best possible start in life. With these programs, children learn how to properly interact with others, increasing their overall capacity to enter school ready to learn and grow as individuals.

SOUND FISCAL MANAGEMENT - the ADM Board uses money wisely by supporting innovative, research-based programs that **work** to help people recover from mental illness and addiction. With the significant changes in health care policy, it is more important than ever to support this renewal levy to keep existing **mental health and addiction services**.



MINUTES – Special Board Meeting
Tuesday, September 17, 2013

County of Summit Board of Developmental Disabilities

MINUTES - draft

Tuesday, September 17, 2013
1:00 p.m.

The **special meeting** of the County of Summit Board of Developmental Disabilities was held on Tuesday, September 17, 2013 at the Sheraton Suites located at 1989 Front Street, Cuyahoga Falls, Ohio 44221. The **special meeting** convened at 1:00 p.m.

BOARD MEMBERS PRESENT

Tom Quade, Vice President
Jacqueline Cooper, Secretary
Dave Dohnal

ALSO PRESENT

Daisy Alford-Smith
Bill Ginter
Joe Siegferth
Heidi Geiger Milosovic, Waverly Partners

I. CALL TO ORDER

Mr. Quade called the special Board Meeting to order and asked for a motion to enter into Executive Session.

II. EXECUTIVE SESSION

R E S O L U T I O N

No. 13-09-02

Mr. Quade moved that the Board enter into Executive Session in compliance with the Sunshine Law, Ohio Revised Code 121.22 Section (G) Subsection (1) to consider the employment of a public employee. The motion was seconded by Mr. Dohnal.

Roll call vote: Quade-yes, Dohnal-yes, and Cooper-yes. The motion was unanimously approved.

The Board entered into Executive Session at 1:00 p.m.

The special Board Meeting reconvened at 3:45 p.m.

There will be a discussion with the full Board of Superintendent candidates recommended to move forward in the interview process during Executive Session at the September 18th Board Meeting.

There being no additional business, the special Board Meeting adjourned at 3:47 p.m.

Jackie Cooper, Secretary

MINUTES – combined work session and regular meeting
Wednesday, September 18, 2013

County of Summit Developmental Disabilities Board

MINUTES - draft

Wednesday, September 18, 2013
5:00 p.m.

The **combined work session and regular monthly meeting** of the County of Summit Developmental Disabilities Board was held on Wednesday, September 18, 2013 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:01 p.m.

BOARD MEMBERS PRESENT

Randy Briggs, President
Tom Quade, Vice President
Jacqueline Cooper, Secretary
Dave Dohnal
Karen Arshinkoff
Denise Ricks
Meghan Wilkinson

ALSO PRESENT

Thomas L. Armstrong, Superintendent	Bill Payne, Sr. Dir. of Board Svs. & Spts.
Lisa Kamlowsky, Assist. Superintendent	Mira Pozna, Director of Fiscal
Jerilyn George, Senior Director of SSA and Medicaid Services	Billie Jo David, Director of Communications & Quality
Tom Jacobs, Dir. of Operations/SHDC	Jean Fish, Director of Adult Services- Facility-Based
Eldridge Black, Dir. of Transportation	Joe Eck, Director of Labor Relations
Lynn Sargi, Director of HR	Russ DuPlain, Director of Information Technology
Holly Brugh – Director of Children's Services	Drew Williams, Director of SSA and others
Lindsay Bachman, Director of MUI	
Maggi Albright, Recording Secretary	

I. AUTISM SOCIETY OF OHIO PRESENTATION

Laurie Cramer, Director, and Lisa Thompson of the Autism Society of Greater Akron presented an overview of the organization and its work in local communities. The Autism Society is the nation's oldest and largest grass roots organization, founded in 1965 by parents. There are 107 affiliates with eight in Ohio. The greater Akron affiliate was established in the 1990's and serves Summit, Medina, Portage, Wayne and Stark counties, with an Advisory Board that oversees its budget and local programs. In 2011, the organization changed from an all-volunteer organization to hiring one full-time Director.

WORK SESSION *(continued)*

I. AUTISM SOCIETY OF OHIO PRESENTATION *(continued)*

In 2012, a program/volunteer coordinator was hired and an office was opened in Fairlawn. The 200 active volunteers continue to play a vital role in implementing the mission of the organization. The Autism Society helps those living with Autism maximize their quality of life in a positive and measurable way. It provides support, services and guidance to those impacted by Autism. Autism is the fastest growing serious developmental disability in the country. The most recent findings by the Center for Disease Control (CDC) indicate the rate of Autism is one in 88, with over two million individuals affected by Autism; 50,000 are in Ohio. Given the birth rate, another 50,000 individuals will receive an Autism diagnosis this year. More than \$60 billion dollars is spent annually and that amount is expected to double over the next decade. Early diagnosis and intervention is critical to improving the quality of life and saving dollars in the long term. The Autism Society holds monthly community outings to provide support and offer fun events for the whole family. A Parent Exchange Network was established so that parents could meet and exchange ideas, share information and listen to educational speakers. A professionally facilitated camp for individuals with Asperger's was started as well as an I Can Bike camp. The organization has an awareness and education campaign that donates books, videos, and other resource materials to 75 school districts each year. Akron's Autism 5K and Walk is the signature fundraising event, with approximately 2,250 people in attendance this year. Approximately 88% of funding goes directly to supporting programs. Mrs. Wilkinson stated she has friends who have attended the community events and they are impressive. She thanked Ms. Cramer and Ms. Thompson for providing these events to the community.

II. BRIDGES TO TRANSITION PROGRAM

The Bridges to Transition Program breaks down barriers to employment through community work experiences and the development of community based vocational goals. The program is designed to create the path to community employment prior to graduation. The goal of the program is to increase services to youth with developmental disabilities by enhancing career exploration through collaboration with local school districts, students, families, employers and the county board of DD. Summit DD joined the Bridges to Transition Program in May 2011. Since that time, 64 students have participated in the program in Summit County. The request is for the Board to provide match funds not to exceed \$80,000 for Summit DD to continue to participate in the Bridges to Transition collaboration for the period October 1, 2013 through September 30, 2014. Project management is provided by the Ohio Association of County Boards (OACB). During the fourth year of the program, match will provide services for up to 72 individuals. The \$80,000 in match should draw down \$295,000 in funding. Half of the match is due in November 2013 and the remaining amount is due in April 2014. There are a total of 39 counties participating in the program statewide. Mr. Payne explained that the program continues to grow and almost doubled last year. Mr. Quade asked how individuals are identified to participate in the program.

WORK SESSION (continued)

II. BRIDGES TO TRANSITION PROGRAM (continued)

Mr. Payne replied the Bridges to Transition Vocational Coordinator works with SSAs and school personnel to identify participants and referrals also occur via word of mouth. Funds are available in the budget and participation in the program, including the match amount, has been recommended for approval by the September Finance & Facilities and Services & Supports Committees.

III. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT

The purpose of the Summit County Family & Children First/Summit County Cluster for Youth Funding Agreement is to establish a shared pool for funding to the Family & Children First Council (FCFC) in support of services through Cluster, which provides services to multi-need children in Summit County. These services include but are not limited to: service coordination, placement, food, clothing, medical and psychological/psychiatric care. The Agreement allows Summit DD access to additional funding for services to children that otherwise Summit DD would sustain. Funds from this contract are used to pay for Cluster services, cost of two Cluster Coordinators and Cluster Cross Systems training. Summit County Health Department (SCHD) is the designated administrative/fiscal agent and generates the contract as well as provides accounting for funds held in the shared pool. January-August 2012 there were 65 children served, eleven with developmental disabilities. January-August 2013, 50 children have been served, 14 with developmental disabilities. The request is for the Board to continue to participate in the shared pool in the amount of \$100,000 for the period January 1, 2014 through December 31, 2014. Children's Services Board participates \$120,000, Juvenile Court participates \$100,000 and Child Guidance & Family Solutions participate \$68,000. Shared pool contributions have remained the same for the past several years. The Agreement allows for agencies to amend the contract if other agencies do not sign agreements for the amounts identified. Funds are available in the budget and the Agreement has been recommended for approval by the September Finance & Facilities and Services & Supports Committees.

IV. AUGUST FINANCIAL STATEMENTS

August Financial Statements reflect \$13.7 million dollars deficit spending with a fund balance of \$57.3 million dollars. Second half property tax settlement is still uncollected but should be coming in soon. Several variances include: \$309,300 receipt of January 2013 Medicaid Administrative Claiming, \$255,000 fourth quarter state fiscal year 2013 administrative fee, \$2,088,000 transferred to NEON for the 2008 Cost Report settlement of waiver match and \$54,000 roof repairs at the Southern Center. The August Financial Statements have been recommended for approval by the September Finance & Facilities and Services & Supports Committees.

The work session adjourned at 5:29 p.m.

BOARD MEETING

The **regular monthly meeting** of the County of Summit Developmental Disabilities Board convened at 5:29 p.m.

I. PUBLIC COMMENT

Kathleen Wilbraham introduced herself as the new Executive Director of Evant. She stated she believes she is a good fit at Evant and looks forward to collaborating with Summit DD. Mr. Armstrong commented that he had known Ms. Wilbraham for a long time and highly respects her professionalism. He welcomed her to Summit County.

II. APPROVAL OF MINUTES

A. AUGUST 21, 2013 (work session and regular Board Meeting)

R E S O L U T I O N

No. 13-09-03

Mrs. Cooper moved that the Board approve the minutes of the August 21, 2013 work session and regular Board , as presented in attachment #5. The motion was seconded by Mr. Quade.

Mr. Armstrong noted there is a typographical error in the minutes on page three in the July Financial Statements. The deficit spending is listed as \$3.4 million dollars and it should be \$8.4 million dollars. He stated this error will be corrected.

The motion was unanimously approved.

B. SEPTEMBER 9, 2013 (special Board Meeting)

R E S O L U T I O N

No. 13-09-04

Mrs. Arshinkoff moved that the Board approve the minutes of the September 9, 2013 special Board Meeting, as presented in attachment #6. The motion, seconded by Mrs. Cooper, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. AUGUST FINANCIAL STATEMENTS

R E S O L U T I O N

No. 13-09-05

Mr. Quade moved that the Board approve the August Financial Statements, as presented in attachment #4. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

BOARD MEETING (continued)

IV. SUPERINTENDENT'S REPORT

A. TRANSFORMATIONAL CHANGE COMMITTEE

Mr. Armstrong advised that during the 2014 Summit DD budget presentation to the Social Services Advisory Board (SSAB) he presented the concept of the Transformational Change Committee, which will look at the organization from top to bottom in order to create inclusion opportunities for individuals with disabilities and noted that the Committee will be put together soon.

B. FUTURES PLANNING AD-HOC COMMITTEE

Ohio Department of Developmental Disabilities (DODD) Director Martin asked stakeholder groups to review what systems should look like and make recommendations for changes, which is the dialogue that is about to begin in Summit County with the Transformational Change Committee. The same issues that Summit County is experiencing are occurring statewide. Mr. Quade advised that health departments around the state have gone through a similar process which produced a document called the Futures Report of Public Health. Stakeholder directors are in the process of implementing the recommendations. He noted it may be worthwhile to contact Gene Nixon at the Health Department to talk about the process. Mr. Armstrong replied that he would do so. Mr. Briggs asked when the Transformational Change Committee will be formed. Mr. Armstrong replied he hopes to have participants identified and recruited in October with the Committee starting by the end of the year.

C. SOCIAL SERVICES ADVISORY BOARD (SSAB) 2014 SUMMIT DD BUDGET PRESENTATION

Mr. Armstrong advised that the 2014 Summit DD budget was presented to the SSAB this week and there were a few questions from the committee that he and staff are in the process of gathering information for answering. The budget will be presented to the full SSAB and then legislation will be drafted for it to be presented to County Council.

V. PRESIDENT'S COMMENTS

Mr. Briggs noted that Jackie Cooper's term on the Board will expire at the end of the year. She will not be eligible for reappointed at this time since she has served three consecutive terms. A recommendation has been submitted to the County Executive to appoint Joseph P. Siegferth to fill the upcoming vacancy. Mr. Siegferth served on the Summit DD Board previously and is the former Superintendent of Hudson City Schools. Mr. Quade's term will also expire at the end of this year. He is eligible to be reappointed and would like to serve another term so his name has also been submitted for consideration to the County Executive. Mrs. Ricks is currently filling the unexpired term of former Board Member, Olivia Demas.

BOARD MEETING (continued)

V. PRESIDENT'S COMMENTS (continued)

That term expires at the end of this year and Mrs. Ricks has indicated she would like to continue to serve. Her name has been submitted to the County Executive for consideration of a new term. Mr. Briggs commented he believes the current composition of the Board is one of the best representations of our community, with different perspectives, opinions and visions. He is proud to recommend Mr. Quade, Mrs. Ricks and Mr. Siegferth for reappointment.

VI. EXECUTIVE SESSION

R E S O L U T I O N No. 13-09-06

Mr. Quade moved that the Board enter into Executive Session in compliance with the Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment and compensation of a specific public employees. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mr. Dohnal.

Roll call vote: Arshinkoff-yes; Quade-yes; Briggs-yes; Wilkinson-yes; Ricks-yes; Dohnal-yes and Cooper-yes. The motion was unanimously approved.

The regular session of the Board Meeting adjourned at 5:40 p.m.

The Board entered into Executive Session at 5:45 p.m.

The Board Meeting reconvened at 6:15 p.m.

There being no further business, the Board Meeting adjourned at 6:15 p.m.

Jackie Cooper, Secretary

MINUTES – Special Board Meeting
Thursday, September 26, 2013

County of Summit Board of Developmental Disabilities

MINUTES - draft

Thursday, September 26, 2013
4:00 p.m.

The **special meeting** of the County of Summit Board of Developmental Disabilities was held on Thursday, September 26, 2013 at the Sheraton Suites located at 1989 Front Street, Cuyahoga Falls, Ohio 44221. The **special meeting** convened at 4:00 p.m.

BOARD MEMBERS PRESENT

Randy Briggs, President
Jacqueline Cooper, Secretary
Dave Dohnal
Karen Arshinkoff
Denise Ricks
Meghan Wilkinson

BOARD MEMBER EXCUSED

Tom Quade, Vice President

I. CALL TO ORDER

Mr. Briggs called the special Board Meeting to order and asked for a motion to enter into Executive Session.

II. EXECUTIVE SESSION

RESOLUTION

No. 13-09-07

Mrs. Cooper moved that the Board enter into Executive Session in compliance with the Sunshine Law, Ohio Revised Code 121.22 Section (G) Subsection (1) to consider the employment of a public employee. The motion was seconded by Mr. Dohnal.

Roll call vote: Briggs-yes, Dohnal-yes, Arshinkoff-yes, Ricks-yes, Wilkinson-yes and Cooper-yes. The motion was unanimously approved.

The Board entered into Executive Session at 4:02 p.m.

The special Board Meeting reconvened at 6:20 p.m.

There being no additional business, the special Board Meeting adjourned at 6:20 p.m.

Jackie Cooper, Secretary

MINUTES – Special Board Meeting
Monday, September 30, 2013

County of Summit Board of Developmental Disabilities

MINUTES - ~~draft~~

Monday, September 30, 2013
4:00 p.m.

The **special meeting** of the County of Summit Board of Developmental Disabilities was held on Monday, September 30, 2013 at the Sheraton Suites located at 1989 Front Street, Cuyahoga Falls, Ohio 44221. The **special meeting** convened at 4:02 p.m.

BOARD MEMBERS PRESENT

Randy Briggs, President
Tom Quade, Vice President
Jacqueline Cooper, Secretary
Dave Dohnal
Karen Arshinkoff
Denise Ricks
Meghan Wilkinson

I. CALL TO ORDER

Mr. Briggs called the special Board Meeting to order and asked for a motion to enter into Executive Session.

II. EXECUTIVE SESSION

RESOLUTION No. 13-09-08

Mr. Quade moved that the Board enter into Executive Session in compliance with the Sunshine Law, Ohio Revised Code 121.22 Section (G) Subsection (1) to consider the employment of a public employee. The motion was seconded by Mr. Dohnal.

Roll call vote: Briggs-yes, Quade-yes, Dohnal-yes, Arshinkoff-yes, Ricks-yes, Wilkinson-yes and Cooper-yes. The motion was unanimously approved.

The Board entered into Executive Session at 4:04 p.m.

The special Board Meeting reconvened at 8:25 p.m.

There being no additional business, the special Board Meeting adjourned at 8:25 p.m.

Jackie Cooper, Secretary

September 2013 Executive Summary Dashboard

	YTD Total	Definition
Total Annual Persons Served	4115	Unduplicated cumulative total of YTD Persons Served. Census line XI
Total Adults	2032	Cumulative total of YTD adults. SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children	1989	Cumulative total of YTD children. El and ages 3+, SSA Assigned, and school age registry. Note: Children who become adults during time period are also counted as adults.
Total Waiver	1724	Unduplicated cumulative total of YTD count of individuals receiving a waiver. Census line IVB5
IO	1098	Individuals receiving I/O funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	656	Individuals receiving level 1 funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Total Day Array	1846	Unduplicated cumulative total of YTD Persons Served receiving day array services. Census line IHH6
Waiver funded	1612	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	336	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Total Day Array Service Delivery		
Summit DD	819	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider	1145	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
Total NMT Service Delivery	1829	Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG
Summit DD	833	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1183	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
Total Homemaker Personal Care Supports	1601	Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII
Shared 24/7 sites	163	# of sites individuals receive shared HPC services Note: this represents congregate community sites
Foster sites	130	# of Foster Care sites. Note: This includes single and shared Foster care

*Locally funded means services are paid 100% with local tax dollars

2013 September Census

I CHILDREN'S SERVICES

		Point in Time Snapshot as of 9/30/2013	Cumulative Year to Date	Definitions
EARLY INTERVENTION (EI)				
A				
1	Total EI Children Served Community Based	400	618	
B				
1	Child Care (Birth to 3)			
2	Calico - Summit DD Eligible Children	6	20	Age Birth - 3, center based, children with delays
3	Calico - Typical Children	8	11	Age Birth - 3, center based, typically developing
4	Community Child Care - (Community Partnerships for Inclusion)	10	12	Age Birth - 3, community partnership for inclusion
5	Total Children (Birth to 3) (unduplicated count) I.B.1 through I.B.3	24	41	
C				
1	Child Care (3-5)			
2	Child care ages 3 and up - Summit DD Eligible Children	13	30	Age 3-5, center based, children with delays
3	Child care ages 3 and up - Typical Children	15	42	Age 3-5, center based typically developing
4	Community Child Care - (Community Partnerships for Inclusion)	29	34	Age 3-5 community partnership for inclusion
5	Total Children ages 3 and up served (unduplicated count) I.C.1 through I.C.3	55	89	
6	TOTAL Children served in EI and Child Care (unduplicated count) I.A.2 plus I.B.4 plus I.C.4	465	723	
D				
1	TOTAL ENROLLED IN HEAD START (unduplicated count)	101		
2	TOTAL CHILDREN ON SCHOOL AGE REGISTRY SERVED	990	1123	NOT included in Total Lives Touched Eligible children, not assigned a specific SSA, receiving services as needed and as requested

II ADULT Day Array services

A				
1	Summit DD OPERATED WAIVER FUNDED SERVICE			
2	Vocational Rehabilitation	243	285	Summit DD contributes 40% Match for Waiver Eligible Individuals
3	Day Support	84	94	Services teach and reinforce concepts related to work
4	Vocational Rehabilitation/Day Support	163	179	Assessment, Personal care, Skill reinforcement
5	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) II.A.1 through II.A.3	490	559	Combination of Voc Hab and Day Support
B				
1	Summit DD OPERATED LOCALLY FUNDED SERVICE			
2	Vocational Rehabilitation	43	49	Summit DD pays 100% local for individuals not enrolled on Waiver
3	Day Support	14	19	Services teach and reinforce concepts related to work
4	Vocational Rehabilitation/Day Support	17	18	Assessment, Personal care, Skill reinforcement
5	Total Adult Day Array services Locally Funded - Summit DD Operated (unduplicated count) II.B.1 through II.B.3	74	81	Combination of Voc Hab and Day Support
C				
1	PRIVATE PROVIDER WAIVER FUNDED SERVICE; Summit DD MATCH	864	815	
2	Vocational Rehabilitation	390	427	Summit DD contributes 40% Match for Waiver Eligible Individuals
3	Day Support	362	402	Services teach and reinforce concepts related to work
4	Vocational Rehabilitation/Day Support	59	73	Assessment, Personal care, Skill reinforcement
5	Total Adult Day Array services Waiver Funded - Private Provider (unduplicated count) II.C.1 through II.C.3	787	832	Combination of Voc Hab and Day Support
D				
1	PRIVATE PROVIDER LOCALLY FUNDED SERVICE			
2	Vocational Rehabilitation	100	134	Summit DD pays 100% local for individuals not enrolled on Waiver
3	Day Support	71	91	Services teach and reinforce concepts related to work
4	Vocational Rehabilitation/Day Support	11	17	Assessment, Personal care, Skill reinforcement
5	Total Adult Day Array services Locally Funded - Private Provider (unduplicated count) II.D.1 through II.D.3	178	225	Combination of Voc Hab and Day Support
E				
1	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) II.C.4 plus II.D.4	960	1021	
2	TOTAL ADULT Day Array services (unduplicated count) II.B.5 plus II.D.5	1515	1600	
F				
1	Summit DD OPERATED EMPLOYMENT WAIVER FUNDED; Summit DD MATCH			
2	Supported Employment Enclave	38	46	Summit DD contributes 40% Match for Waiver Eligible Individuals
3	Supported Employment Community	84	91	Help people to perform work in a regular employment setting with enhanced supervision
4	Total Adult Day Array services Employment - Waiver Funded Summit DD Provided (unduplicated count) II.E.1 through II.E.2	120	135	Help people to perform work in a regular employment setting with minimal support
G				
1	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED			
2	Supported Employment Enclave	7	11	Summit DD pays 100% local for individuals not enrolled on Waiver
3	Supported Employment Community	55	60	Help people to perform work in a regular employment setting with enhanced supervision
4	Total Adult Day Array services Employment - Locally Funded Summit DD Provided (unduplicated count) II.F.1 through II.F.2	62	70	Help people to perform work in a regular employment setting with minimal support
H				
1	PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED; Summit DD MATCH	182	204	
2	Supported Employment Enclave	82	92	Summit DD contributes 40% Match for Waiver Eligible Individuals
3	Supported Employment Community	12	14	Help people to perform work in a regular employment setting with enhanced supervision
4	Total Adult Day Array services Employment - Waiver Funded Private Provider (unduplicated count) II.G.1 through II.G.2	94	106	Help people to perform work in a regular employment setting with minimal support
I				
1	PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED			
2	Supported Employment Enclave	16	19	Summit DD pays 100% local for individuals not enrolled on Waiver
3	Supported Employment Community	1	1	Help people to perform work in a regular employment setting with enhanced supervision
4	Total Adult Day Array services Employment - Locally Funded Private Provider (unduplicated count) II.H.1 through II.H.2	17	20	Help people to perform work in a regular employment setting with minimal support
J				
1	TOTAL ADULT Day Array services EMPLOYMENT PRIVATE PROVIDER (unduplicated count) II.G.3 plus II.H.3	111	124	
2	TOTAL ADULT Day Array services EMPLOYMENT (unduplicated count) II.F.4 plus II.H.4	292	318	
3	TOTAL ADULT SERVICES ARRAY (unduplicated count) II.D.6 plus II.H.5	1782	1846	

2013 September Census

Snapshot as of
9/30/2013

Point in Time
Cumulative
Year to Date

Definitions

SSA ONLY		Snapshot as of 9/30/2013	Point in Time Cumulative Year to Date	Definitions
III	A	Children - SSA Assigned	80	Age 3-21 - SSA Assigned, No Other Services Provided
	B	Adults - SSA Assigned	119	Age 22 and over - SSA Assigned, No Other Services Provided
	C	TOTAL SSA ONLY (unduplicated count) III.A through III.B	199	Summit DD contributes 40% Match
IV	A	HOME AND COMMUNITY BASED WAIVERS		
	1	Number of Waivers requested	65	As requested by Summit DD
	2	Number of Waivers ODD awarded	51	As awarded by ODD
	3	Number of Waivers Filled	1072	Waivers in active use
	4	Living Independently in community w/ Homemaker Personal Care Supports	350	In-Home supports in family home or persons' own residence
	5	Foster Homemaker Personal Care	187	Person living with care giver not a family member
	6	24/7 shared staffing for Homemaker Personal Care Supports	530	Person receiving 24/7 paid staff supervision support
	B	LEVEL ONE WAIVERS		
	1	Number of Waivers requested	65	As requested by Summit DD
	2	Number of Waivers ODD awarded	43	As awarded by ODD
	3	Number of Waivers Filled	819	Waivers in active use
	4	Living Independently in community w/ Homemaker Personal Care Supports	321	In-Home supports in family home or persons' own residence
	5	Foster Homemaker Personal Care	1868	Summit DD pays 100% local for individuals not enrolled on Waiver
	6	24/7 shared staffing for Homemaker Personal Care Supports	90	In-Home supports in family home or persons' own residence
	7	24/7 shared staffing for Homemaker Personal Care Supports	1	Person living with care giver not a family member
	8	24/7 shared staffing for Homemaker Personal Care Supports	7	Person receiving 24/7 paid staff supervision support
	9	24/7 shared staffing for Homemaker Personal Care Supports	96	Cumulative YTD #s may be duplicated across service categories
	10	24/7 shared staffing for Homemaker Personal Care Supports	82	Individuals residing in an intermediate care facility funded by ODDFS, and is an option for persons served
	11	24/7 shared staffing for Homemaker Personal Care Supports	57	Individuals residing in a Nursing Home funded by ODDFS, and is an option for persons served
V	A	Summit DD FUNDED SUPPORTED LIVING (unduplicated count) IV.A.3 plus IV.B.3		
	B	Living Independently in community w/ Homemaker Personal Care Supports	124	Summit DD pays 100% local for individuals not enrolled on Waiver
	C	Foster Homemaker Personal Care	6	In-Home supports in family home or persons' own residence
	D	24/7 shared staffing for Homemaker Personal Care Supports	16	Person living with care giver not a family member
	E	24/7 shared staffing for Homemaker Personal Care Supports	138	Person receiving 24/7 paid staff supervision support
	F	24/7 shared staffing for Homemaker Personal Care Supports	85	Cumulative YTD #s may be duplicated across service categories
	G	24/7 shared staffing for Homemaker Personal Care Supports	57	Individuals residing in a Nursing Home funded by ODDFS, and is an option for persons served
VI	A	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)		
	B	Living Independently in community w/ Homemaker Personal Care Supports	124	Summit DD pays 100% local for individuals not enrolled on Waiver
	C	Foster Homemaker Personal Care	6	In-Home supports in family home or persons' own residence
	D	24/7 shared staffing for Homemaker Personal Care Supports	16	Person living with care giver not a family member
	E	24/7 shared staffing for Homemaker Personal Care Supports	138	Person receiving 24/7 paid staff supervision support
	F	24/7 shared staffing for Homemaker Personal Care Supports	85	Cumulative YTD #s may be duplicated across service categories
	G	24/7 shared staffing for Homemaker Personal Care Supports	57	Individuals residing in a Nursing Home funded by ODDFS, and is an option for persons served
VII	A	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)		
	B	Living Independently in community w/ Homemaker Personal Care Supports	124	Summit DD pays 100% local for individuals not enrolled on Waiver
	C	Foster Homemaker Personal Care	6	In-Home supports in family home or persons' own residence
	D	24/7 shared staffing for Homemaker Personal Care Supports	16	Person living with care giver not a family member
	E	24/7 shared staffing for Homemaker Personal Care Supports	138	Person receiving 24/7 paid staff supervision support
	F	24/7 shared staffing for Homemaker Personal Care Supports	85	Cumulative YTD #s may be duplicated across service categories
	G	24/7 shared staffing for Homemaker Personal Care Supports	57	Individuals residing in a Nursing Home funded by ODDFS, and is an option for persons served
VIII	A	TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS (unduplicated count)	1525	Cumulative total of YTD residential supports is unduplicated
IX	A	TRANSPORTATION		
	B	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	490	Transportation to and from Day Array services, Summit DD contributes 40% Match
	C	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	245	Transportation to and from Day Array services, Summit DD pays 100% local
	D	TOTAL NUMBER OF PERSONS SERVED SUMMIT DD OPERATED TRANSPORTATION (unduplicated count) IX.A plus IX.B	734	Transportation to and from Day Array services, Summit DD contributes 40% Match
	E	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	912	Transportation to and from Day Array services, Summit DD contributes 40% Match
	F	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	207	Transportation to and from Day Array services, Summit DD contributes 40% Match
	G	TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.C plus IX.D	1115	Transportation to and from Day Array services, Summit DD contributes 40% Match
	H	TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.A through IX.F	1757	Summit DD pays 100% local
X	A	QUALITY OF LIFE ACTIVITIES		
	B	Special Olympics	57	Summit DD pays 100% local
	C	Blatt	479	number of people that participated in year around sports training and athletic competition (duplicate of number of people that participated in Social and Rec. for individuals employed in the community.
	D	College For Living	51	number of people that attended Educational and Leisure classes offered this quarter.
	E	Camp	215	number of people that attended summer camps for school-aged students (reported end of Aug)
	F	Family Support Services Plan	N/A	number of people that were awarded FSS dollars for respite, Adaptive Equ. or home mod.
	G	Other	0	
	H	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES IX.A through IX.G	N/A	
	I	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES IX.A through IX.G	323	Includes duplicate, NOT included in Total Lives Touched
XI	A	TOTAL ANNUAL PERSONS SERVED (unduplicated count)	3793	Cumulative total of YTD Persons Served receiving some type of service or support SSA Assigned, Calco, Early Intervention, Typically Developing Children, School Age Registry
XII	A	WAITING LISTS		
	B	Adult day Array services	0	Waiting for Voc. Hub, Day Support, and/or Supported Employment longer than 45 days
	C	24/7 shared staffing for Homemaker Personal Care Supports	0	Waiting to receive 24/7 paid staff supervision support
	D	Individual Options Waiver	1848	Waiting for an individual options waiver slot
	E	Level One Waiver	1271	Waiting for a Level One waiver slot



Summit DD 2013 3rd Quarter MUI Summary

- 1) **Performance measures** have remained relatively stable.
 - a. 24 hour conformance exceeded goal at **99%**. **Goal- 97%**
 - b. Timely closure of cases exceeded goal at **100%**. **Goal- 95%**
 - c. Questions answered timely exceeded goal at **99%**. **Goal-95%**

- 2) **MUIs investigated** have an *increased* trend.
 - a. First Quarter of 2013- 325
 - b. Second Quarter of 2013- 349
 - c. Third Quarter of 2013- 385

- 3) **MUIs substantiated** have remained relatively stable.
 - a. First Quarter of 2013- 108 (out of 191 Protocol investigations) **57%**
 - b. Second Quarter of 2013- 109 (out of 192 Protocol investigations) **57%**
 - c. Third Quarter of 2013- 70 (out of 251 Protocol investigations) **29%***

*112 cases from third quarter remain pending.

- 4) **Number of LE/CSB referred- 152**
- 5) **Number of LE notifications only- 115**
- 6) **Number of open cases- 29 (compared to 6 second quarter)**
- 7) **Number of cases where charges were filed- 11 (compared to 1 second qtr.)**
- 8) **Number of cases requested for Abuser Registry Review-2**
- 9) **Number of Summit Co. PPIs added to the Abuser Registry-0**

Category A cases

Physical Abuse
 Sexual Abuse
 Verbal Abuse
 Suspicious or Accidental Death
 Exploitation
 Misappropriation
 Neglect
 Peer-to-Peer Acts

Category B cases

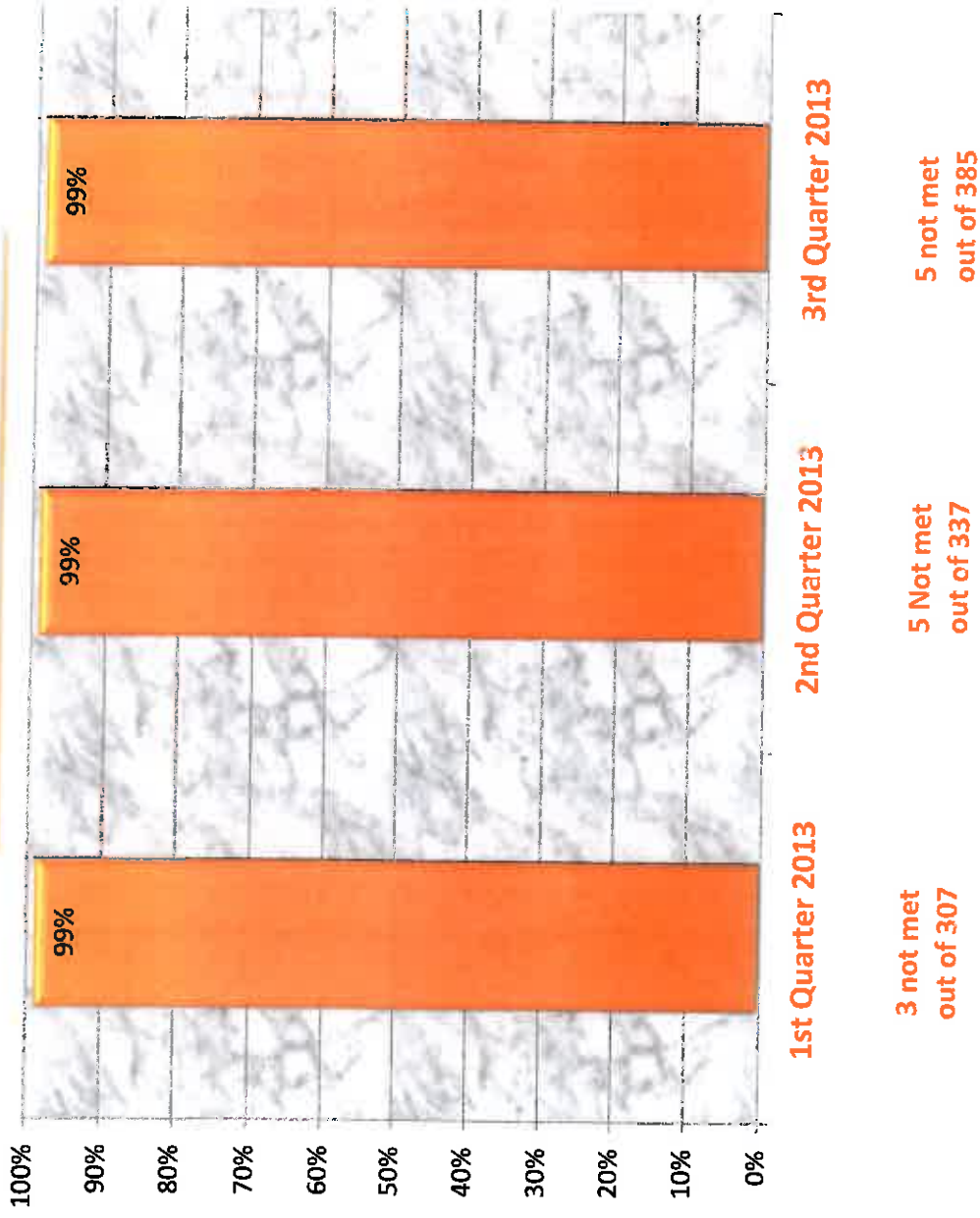
Prohibited Sexual Relations
 Rights Code Violation

Attempted Suicide
 Non-suspicious or Natural Death
 Missing Individual
 Known Injury
 Unknown Injury
 Medical Emergency

Category C cases

Law Enforcement
 Unapproved Behavior Support
 Unscheduled Hospitalization

24 Hour Conformance Goal 97%

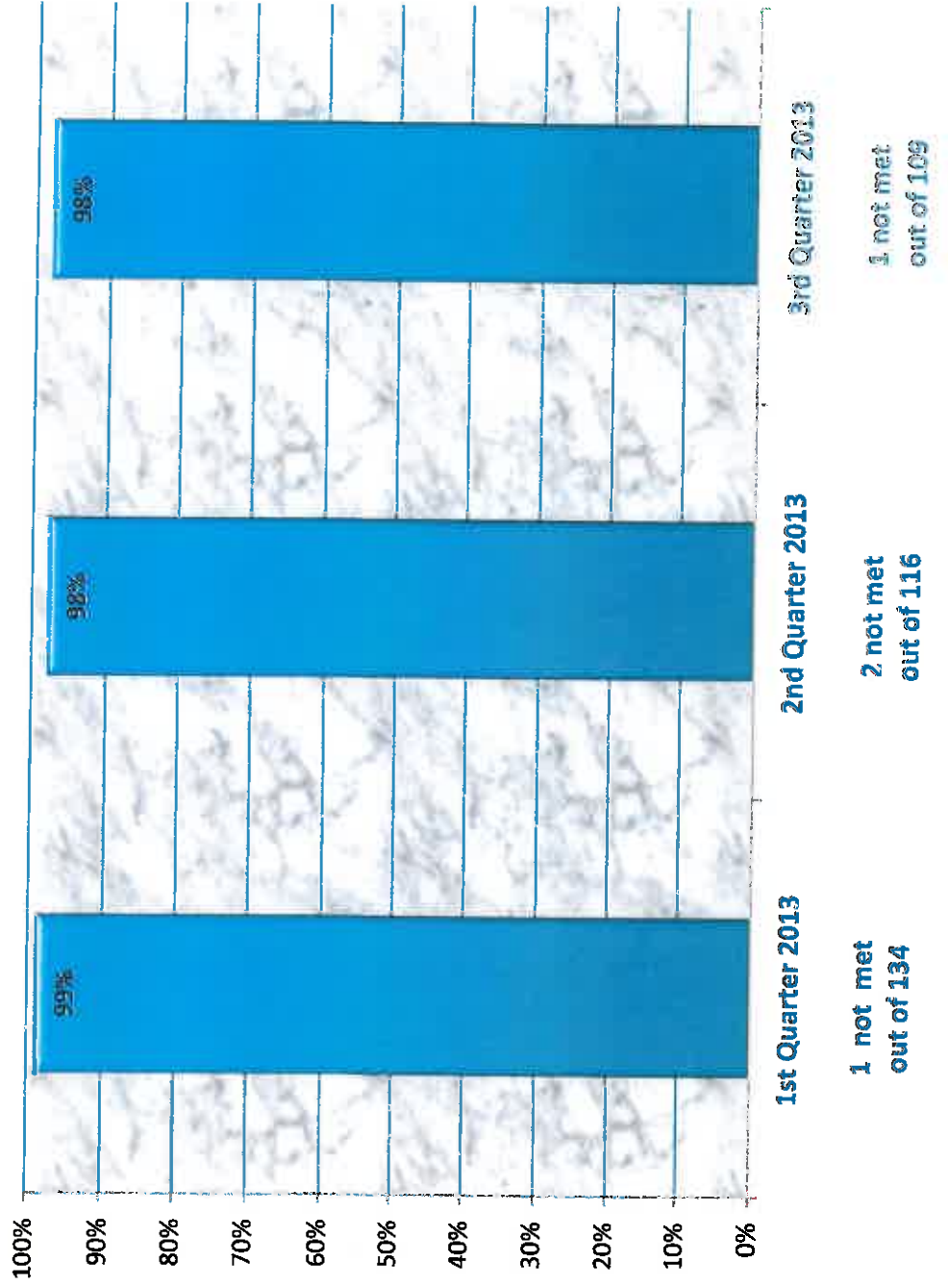


Timely Closure of Cases

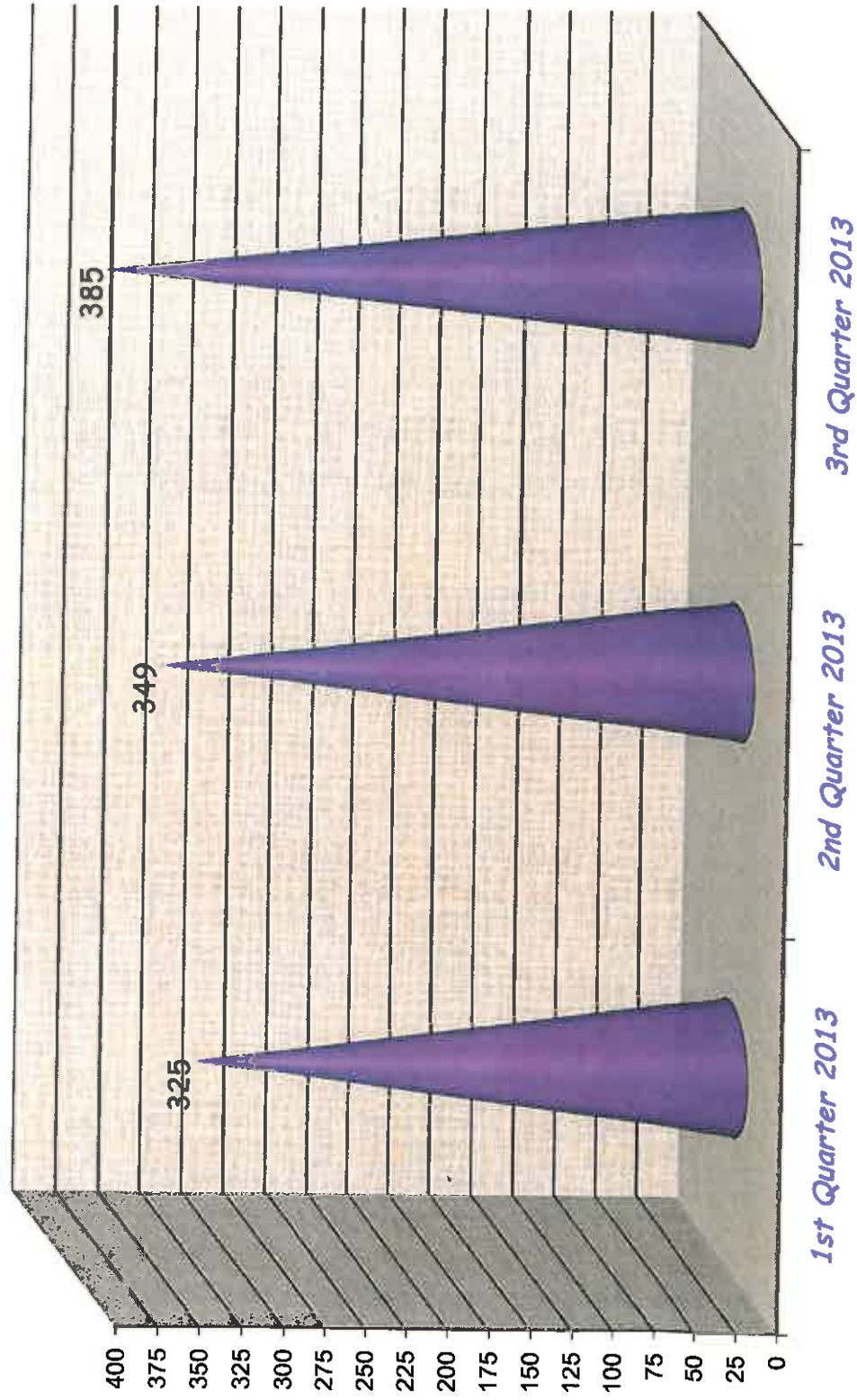


Questions Answered Timely

Goal 95%



TOTAL MUIs INVESTIGATED



Total MUIs Substantiated

