

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

AGENDA

Wednesday, November 20, 2013
Administrative Board Room
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY
- II. SUCCESS4KIDZ CONTRACT AMENDMENT
- III. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE
- IV. METRO REGIONAL TRANSIT AUTHORITY COLLABORATIVE AGREEMENT
- V. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT
- VI. PRIMARY SOLUTIONS CONTRACT
- VII. iDATA TECHNOLOGIES CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- VIII. NORTHEAST OHIO NETWORK (NEON) CONTRACT – ADMINISTRATION OF TRANSITIONS DEVELOPMENTAL DISABILITIES WAIVER (TDD)
- IX. NEON CONTRACT – ADMINISTRATION OF QUALITY ASSESSMENT RN, MUI BACK-UP INVESTIGATIONS, PROVIDER COMPLIANCE REVIEWS, PRE-ADMISSION SCREENING AND RESIDENT REVIEW AND ANNUAL DUES
- X. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT
- XI. HATTIE LARLHAM COMMUNITY SERVICES NURSING SERVICES CONTRACT
- XII. NEW POLICY 2032 – UNUSED SICK LEAVE

WORK SESSION *(continued)*

NEW ACTION ITEMS FOR BOARD CONSIDERATION

XIII. OCTOBER FINANCIAL STATEMENTS

XIV. POLICIES:

- A. REVISED POLICY 4003 – SERVICE & SUPPORT ADMINISTRATION
- B. REVISED POLICY 4006 – CONFIDENTIALITY OF INDIVIDUAL RECORDS
- C. REVISED POLICY 4013 – CRISIS MANAGEMENT
- D. REVISED POLICY 4027 – WAITING LIST FOR SERVICES
- E. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES
- F. REVISED POLICY 4014 – SAFETY NET
- G. OBSOLTE POLICY 3019 – AVERAGE DAILY MEMBERSHIP
- H. REVISED POLICY 4018 – EARLY INTERVENTION – DESCRIPTION OF SERVICES
- I. REVISED POLICY 2018 – ETHICAL PRACTICES

BOARD MEETING

I. CALL TO ORDER

II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS

III. CAUCUS – SUPERINTENDENT

IV. PUBLIC COMMENT

V. APPROVAL OF MINUTES

- A. OCTOBER 16, 2013 (work session and regular Board Meeting)

VI. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

- 1. NORTHEAST OHIO NETWORK (NEON) CONTRACT – ADMINISTRATION OF TRANSITIONS DEVELOPMENTAL DISABILITIES WAIVER (TDD)
- 2. NEON CONTRACT – ADMINISTRATION OF QUALITY ASSESSMENT RN, MUI BACK-UP INVESTIGATIONS, PROVIDER COMPLIANCE REVIEWS, PRE-ADMISSION SCREENING AND RESIDENT REVIEW AND ANNUAL DUES
- 3. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT

BOARD MEETING *(continued)*

VI. BOARD ACTION ITEMS *(continued)*

A. FINANCE & FACILITIES COMMITTEE *(continued)*

4. HATTIE LARLHAM COMMUNITY SERVICES NURSING SERVICES CONTRACT
5. OCTOBER FINANCIAL STATEMENTS

B. SERVICES & SUPPORTS COMMITTEE

1. POLICIES:

- a. REVISED POLICY 4003 – SERVICE & SUPPORT ADMINISTRATION
- b. REVISED POLICY 4006 – CONFIDENTIALITY OF INDIVIDUAL RECORDS
- c. REVISED POLICY 4013 – CRISIS MANAGEMENT
- d. REVISED POLICY 4027 – WAITING LIST FOR SERVICES
- e. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES
- f. REVISED POLICY 4014 – SAFETY NET
- g. OBSOLTE POLICY 3019 – AVERAGE DAILY MEMBERSHIP
- h. REVISED POLICY 4018 – EARLY INTERVENTION – DESCRIPTION OF SERVICES

C. HR/LR COMMITTEE

1. NEW POLICY 2032 – UNUSED SICK LEAVE
2. REVISED POLICY 2018 – ETHICAL PRACTICES

VII. SUPERINTENDENT'S REPORT

- A. THIRD QUARTER OPERATING PLAN DASHBOARD
- B. 2014 DRAFT OPERATING PLAN

VIII. PRESIDENT'S COMMENTS

- A. COUNTY EXECUTIVE RUSS PRY'S APPOINTMENT OF JOE SIGFERTH AND REAPPOINTMENT OF DENISE RICKS AND TOM QUADE TO THE SUMMIT DD BOARD
- B. 2014 BOARD MEETING SCHEDULE
- C. OACB ANNUAL CONVENTION – DELEGATE ASSEMBLY
- D. 2013 BOARD SELF ASSESSMENT RESULTS

IX. EXECUTIVE SESSION

X. ADJOURN

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Contract with United Disability Services (UDS) for operation of Twinsburg Facility	Contract required for rent of Twinsburg facility	Recommend the Board approve a 27 month contract with the UDS for operation of the Twinsburg facility from January 1, 2014 through March 31, 2016.	<p><i>Service Area: Adult Services</i> <i># of Individuals Currently Served: 49</i> <i>Additional # of Individuals Served: N/S</i> <i>Total Cost: N/S</i> <i>Amount of Increase/Decrease: N/S</i></p> <p>UDS has been the provider for adult day support services at the Twinsburg facility since 2006. UDS bills Medicaid directly for service to persons served funded by a Medicaid Waiver. Summit DD continues to reimburse UDS with local funds for services delivered to persons without a waiver. Local funding for day services is at the UDS usual and customary rate or the Medicaid reimbursement rate, whichever is lower.</p> <p>Total rent cost for the Twinsburg facility is \$176,004 per year. UDS pays the Summit DD \$45,000 as rent and \$13,726.32 toward utilities for the use of the premises. The Board subsidizes rent \$131,004. Rent was calculated based upon UDS' cost to operate a facility in Kent with space needs comparable to the Twinsburg site. If the reimbursement UDS receives from Medicaid exceeds the revenue projections upon which the rent calculation is based, then the rent amount to be paid to the Summit DD will be adjusted. The revenue was reviewed in July of 2013; the revenue did not result in a rent adjustment. Revenue will be reviewed in February and July of each year of the contract and rent adjusted accordingly.</p> <p>The Twinsburg site has a capacity of 50. Currently 49 persons are enrolled.</p> <p>Summit DD's lease of the Twinsburg facility will end in 2016 at which point it will be UDS's responsibility to negotiate a successor lease.</p> <p>Recommended for approval by the November Finance & Facilities and Services & Supports Committees.</p>

Submitted By: William PayneFor: Superintendent / Assistant SuperintendentDate: 11/7/13X Finance & Facilities CommitteeX Services & Supports Committee HR/LR Committee Ethics Committee



**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
United Disability Services**

I. PRELIMINARY MATTERS

A. PARTIES

This Contract is entered into on this 1st day of January, 2014 by and between the County of Summit Developmental Disabilities Board (hereinafter "Summit DD"), and United Disability Services (hereinafter "Provider").

B. TERM

This Contract shall be effective on the 1st day of January, 2014 and shall terminate on the 31st day of March, 2016. This Contract supersedes any and all previous contracts between the parties regarding the subject matter described herein.

II. DEFINITIONS

A. Applicable Law means those federal, state and local laws and regulations which govern the conduct of the parties to this Contract.

B. Applicable Requirements includes all of the following to the extent that any of these requirements govern the conduct of the parties of this Contract:

1. Applicable law
2. Summit DD policies
3. The requirements of this Contract

C. Individual means a person with a developmental disability who is receiving locally funded services from the Summit DD.

D. Service Plan means a written description of the services, supports, and activities to be provided to an Individual, according to requirements set forth under Section II (B) above, and includes an Individual Service Plan (ISP), an Individual Plan for Employment (IPE), and an Individual Family Service Plan (IFSP).

- E. Cost to Live (CTL) is defined as a subsidy that supports the Individual to reside in a community-integrated setting that ensures health, safety and welfare, meets the needs of the Individual and is based upon the demonstrated need of the Individual and the available resources of the Summit DD. CTL subsidy may be available to assist an Individual in meeting his or her financial obligations for necessary expenses, which may include utilities, rent, food and medical related expenses. CTL subsidy needs are required to be identified and authorized through the Service Plan.
- F. Payeeship (LPY) may be available to an Individual if it is determined by the team to be necessary, as applied to Individuals who live independently in the community or to Individuals who live at home with family (and there are no family members or a guardian available to assume payeeship services). LPY is typically not available to Individuals living in a group setting.
- G. OAC refers to the Ohio Administrative Code, and any amendment made effective during the term of this Contract.
- H. ODJFS means the Ohio Department of Job and Family Services.
- I. ODODD means the Ohio Department of Developmental Disabilities.
- J. ORC refers to the Ohio Revised Code and any amendment effective during the term of this Contract.
- K. PHI Protected Health Information is information received from or on behalf of Summit DD that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

III. REQUIREMENTS APPLICABLE TO THE PARTIES

A. GENERAL REQUIREMENTS

The parties shall carry out their duties under this Contract in accordance with Applicable Requirements.

B. SCOPE OF CONTRACT

This Contract shall apply to non-Medicaid services only. Nothing in this Contract shall be interpreted to impose requirements on Medicaid services.

C. HIPAA COMPLIANCE

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as may be amended.

IV. PROVIDER SERVICE REQUIREMENTS

A. GENERAL

Provider shall provide services set forth in this Contract in accordance with Applicable Requirements.

B. SERVICE PROVISION

1. The Service Plan shall be developed, modified, and executed in accordance with Applicable Requirements. The Provider shall render Day Array, Nursing, Behavioral Health, PT, OT, Homemaker Personal Care (hereinafter "HPC"), Cost to Live, Payeeship and Non-Medical Transportation (hereinafter "NMT") Services (hereinafter "Contracted Services") in accordance with the Service Plan and Applicable Requirements.
2. Provider shall provide Contracted Services to Individuals receiving services under this Contract. Contracted Services under this Contract shall be limited to services as approved and authorized through the Service Plan.
3. The Provider shall promptly notify Summit DD if the Provider believes that a change in an Individual's needs or condition may require a new authorization or modification to the Individual's Service Plan.

C. BASIC DOCUMENTS

Upon request of Summit DD, the Provider shall provide Summit DD with the most recent versions of the following documents:

1. Articles of Incorporation and By-Laws for the Provider
2. Evidence of certification as required under Applicable Requirements
3. Listing of Board Members of Provider

D. ENSURING HEALTH AND SAFETY

The Provider shall take all reasonable measures to ensure the health and safety of Individuals receiving Contracted Services under this Contract.

E. STAFFING

The Provider shall ensure that all staff providing Contracted Services pursuant to this Contract complies with all Applicable Requirements. The Provider shall attract, train, employ and retain competent personnel to deliver Contracted Services.

1. Criminal Background Checks

The Provider shall conduct background checks on all applicants for employment in direct service positions in accordance with Applicable Requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC §5123.081 or other section of the ORC applicable to the Provider. Failure to conduct such background checks may result in termination of this Contract.

2. Training

The Provider agrees to complete all training that is required by Applicable Requirements, the attached Service Plans, and any required plan of correction. The Provider shall maintain records to document the receipt of such training. Training costs, if any, shall be borne as agreed upon the parties.

F. PROVIDER AUTONOMY

The Provider is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and service of Individuals to whom services are rendered under this Contract. Summit DD recognizes the Provider as an independent contractor in carrying out its duties under this Contract and as a result, Summit DD shall have no liability for undelivered services or any unpaid claims against the Provider by third parties. Employees of the Provider are not “public employees” for the purpose of membership in the Ohio Public Employees Retirement System.

V. INFORMATION AND REPORTS

A. GENERAL ACCESS BY SUMMIT DD

The Provider shall make available to Summit DD or its designated representative, information including but not limited to records, data, policies and procedures and reports which is reasonably necessary to permit Summit DD to:

1. Monitor and evaluate the Provider’s compliance with the terms of this Contract.
2. Conduct its own investigation of any complaint or incident, and
3. Perform its duties under Applicable Requirements.

B. FORMAT

Any information or report which is required under this Contract shall be submitted in the format prescribed or approved by Summit DD.

C. REPORTABLE INCIDENTS

1. The Provider shall ensure that all Major Unusual Incidents (MUI) as well as reports of Individuals having medical or behavioral concerns are reported to Summit DD in accordance with Applicable Requirements. The Provider shall document all Unusual Incidents in accordance with Applicable Requirements.
2. Summit DD’s designated contact person for the purpose of reporting all MUI’s shall be the Director of MUI. All MUI’s shall be submitted to the Summit DD by electronic email to muireports@summitdd.org or by facsimile to 330-634-8553.
3. Summit DD shall conduct investigations of MUI’s in accordance with Applicable Requirements.
4. The Provider shall cooperate fully in all administrative investigations related to a MUI, and shall take all reasonable steps necessary to prevent the reoccurrence of each MUI.
5. The Provider shall cooperate with Summit DD in implementing action determined to be necessary to correct the conditions which have caused or contributed to the reportable incidents.

VI. EVALUATION AND ACCOUNTABILITY

A. GENERAL

The Provider shall cooperate with Summit DD in all monitoring activities, including compliance by the provider with quality assurance activities, certification standards and Provider adherence to Applicable Requirements.

B. DOCUMENTATION AND RECORDS

1. The Provider must maintain current, accurate and complete financial and service records for each individual in accordance with Generally Accepted Accounting Principles (GAAP) and with Applicable Requirements.
2. The Provider shall provide service information to Summit DD in accordance with Applicable Requirements. Payment for services shall not be made until documentation necessary to support the billing has been provided in accordance with Applicable Requirements.

C. ACCESS TO INFORMATION

Provider shall make available to the Board, or its designated representative, for review all applicable financial records and supporting documentation for claims and services rendered to Individuals under this Contract. Summit DD reserves the right of selection of the appropriate designated representative.

D. FISCAL REVIEW

Summit DD shall have the right to inspect and/or audit all applicable financial records of the Provider related to Contracted Services provided under this Contract. The Provider shall respond to and cooperate in arranging compliance with requests for financial records and information. Provider shall take corrective action for adverse findings noted in financial or program compliance reviews or audits, and 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 findings.

VII. PAYMENT

A. GENERAL

Summit DD shall make payments required under this Contract for Contracted Services rendered under this Contract.

1. Unless this Contract specifically provides otherwise, all payments shall be made in full for services actually provided and for which there is appropriate documentation as set forth in this Contract. The Provider shall accept the payment as payment in full and shall not seek additional reimbursement from any other source for Contracted Services provided under this Contract.
2. Payment for authorized Contracted Services is more fully described in the Attachment 1. Summit DD will pay Provider the equivalent Medicaid rate for services based upon individual acuity score for each Individual receiving Contracted Services under this contract. Payment for other services shall be made at a rate to be negotiated between the parties and included on Attachment 1.

3. Authorized Contracted Services and payment for said services are those services which are provided as set forth in Attachment 1.

B. BILLING PROCEDURES

The Provider shall submit claims for payment under this Contract to Summit DD for the number of service units provided in such form and in such manner as is determined by Summit DD.

C. PAYMENT PROCEDURES

The Summit DD shall issue payments upon receipt of a claim and sufficient documentation that services were provided in accordance with the requirements of this Contract. No payment shall be made unless Provider has actually provided Contracted Services in accordance with the requirements of this Contract. Provider must submit all claims for payment on or before three hundred thirty (330) days from the date of service provision.

D. PROVIDER Financial Obligations

1. The Provider agrees to pay the Summit DD as fixed rent for its use of the Twinsburg premises the sum of Three Thousand Seven Hundred Fifty Dollars and 00/100 (\$3,750.00) each month of this Contract. Rent shall be paid by the 15th of each month. Fixed rent charged by the Summit DD is based upon Provider's documented cost to operate a facility in Kent with space needs comparable to the Twinsburg site.
2. Provider agrees to pay to the Summit DD the sum of One Thousand One Hundred Forty Three Dollars and 86/100 (\$1,143.86) each month as fixed expenses for its use of the Twinsburg premises. Said payment obligation is effective January 1, 2014 through March 31, 2016.
3. Provider agrees to review with the Summit DD its records reflecting services billed and revenues received for services provided to Medicaid eligible individuals at the Twinsburg Premises. Said review will be conducted in February 2014, July 2014, February 2015 and July 2015. In the event that Medicaid Reimbursement exceeds the parties' revenue projections upon which fixed rent identified in paragraph above is based, then Provider agrees to adjust the annual fixed rent amount accordingly by paying said excess amount to Summit DD.

VIII. INSURANCE

A. GENERAL LIABILITY

Provider shall carry comprehensive general liability insurance covering the Providers activities under this Contract, in an amount of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate limit of at least two million dollars (\$2,000,000). Excess liability coverage shall be provided in an amount of at least one million (\$1,000,000) per occurrence and annual aggregate.

1. If Provider is contracted to provide direct care services to individuals under this contract, provider shall ensure its package of insurance contains abuse or molestation coverage unless otherwise agreed to by the parties.

2. If Provider is contracted to provide payeeship services to Individuals under this Contract, Provider shall ensure its package of insurance contains commercial crime coverage.

B. PROFESSIONAL LIABILITY

Provider shall carry professional liability insurance when applicable providing single limit coverage in an amount of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate limit of at least two million dollars (\$2,000,000). Excess liability coverage shall be provided in an amount of at least one million (\$1,000,000) per occurrence and annual aggregate.

C. AUTOMOBILE

The Provider shall ensure that there is automobile liability and uninsured/underinsured insurance coverage for all passenger vehicles used to transport Individuals, whether such vehicles are owned by the Provider or its agents or employees, in an amount not less than one million dollars (\$1,000,000).

D. WORKERS' COMPENSATION

The Provider shall provide evidence of proper workers' compensation coverage, as required by Section 4123.35 of the ORC, which includes the right of independent contractors to waive coverage.

- E. The Summit DD shall be named as an additional insured for general and professional liability coverage under Sections VIII (A) and VIII (B) above.

- F. The Summit DD shall have no responsibility for tools, equipment, records or other personal property of Provider or Individual(s), whether such personal property is located on the premises where services are provided or otherwise, and Provider shall carry such insurance as it deems necessary regarding such personal property.

- G. Upon request by Summit DD, the Provider shall provide Summit DD with a certificate of insurance evidencing each type of coverage required or provided under this Contract.

- H. The Provider and the Summit DD agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of its insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

- I. The Provider agrees to defend and indemnify Summit DD and its agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including but not limited to reasonable fees of attorneys and experts, arising from or related to any of the following by Provider or its officers, employees, contractors or agents: (1) negligence, willful, or malicious act or omission; (2) willful violation or infringement of any patent, trademark, copyright, trade secret, contract, or other right of any third party; (3) unauthorized use or disclosure of confidential information; or (4) any breach of this Contract.

IX. DISPUTE RESOLUTION

- A. In the event of disagreement between the parties as to their rights, duties and obligations under this Contract, the following procedure shall be implemented, at the written request of either party:
1. STEP I
 - a. The Superintendent of the Board, or Chief Executive Officer of the Provider 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.
 - b. 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.
 2. STEP II
 - a. 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.
 - b. 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.
- B. Neither party shall initiate any court action unless and until the dispute resolution procedure set forth in this section has been completed.
- C. The Provider shall establish a procedure for affording due process in accordance with Applicable Requirements to Individuals served under this Contract. The Provider shall utilize this procedure in the event of a disagreement between the Provider and the Individual related to the Provider's performance of its duties and obligations under this Contract.

X. TERMINATION, MODIFICATION AND AMENDMENT

A. TERMINATION

1. This Contract may be terminated by either party at any time for cause or for no cause by providing the other party with notice in writing not less than 90 days prior to terminating this Contract.
2. Notwithstanding the foregoing paragraph, Summit DD may terminate this Contract immediately upon written notice to Provider in the event Summit DD determines, at

its sole discretion, that conditions exist which present an immediate and substantial risk to the physical or mental well-being of Individual(s) served under this Contract.

B. MODIFICATION AND AMENDMENT

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

XI. MISCELLANEOUS

A. ATTACHMENTS

The attachments are hereby incorporated as a part of this Contract. In the event that any section of any attachment is inconsistent with any requirement of this Contract, the terms of this Contract shall govern.

B. ENTIRE AGREEMENT

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

C. SEVERABILITY

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

D. NOTICES

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

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

TO:

E. GOVERNING LAW

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

F. CAPTIONS

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

G. WAIVER

The waiver or breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

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

SIGNATURES

The parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year written section in Section 1.B.

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.: 13 - 080
MARY ANN KOVACH
PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO*

Attachment 1

Locally reimbursed rates will align with Medicaid payment standards for locally funded and delivered services with a comparable Medicaid equivalent. For locally funded and delivered services with no comparable Medicaid equivalent, rates are defined below and are subject to revision as necessary based upon available resources.

Locally Funded Services & Rates

Code Description	Rate
<i>Homemaker/Personal Care (HPC)</i>	<i>Locally funded rates will reflect Medicaid reimbursement as identified in OAC 5123:2-9-30 Appendix A and B</i>
<i>Day Array Services (Vocational Habilitation, Adult Day Support, Combo, Supported Employment Community & Enclave)</i>	<i>Locally funded rates will reflect Medicaid reimbursement as identified in OAC 5123:2-9-14 through 5123:2-9-17</i>
<i>Professional Services Occupational Therapy Evaluation</i>	<i>\$49.00/session (2 sessions max)</i>
<i>Professional Services Occupational Therapy Treatment</i>	<i>\$17.00/15 minute unit</i>
<i>Professional Services Physical Therapy Evaluation</i>	<i>\$46.00/session (2 sessions max)</i>
<i>Professional Services Physical Therapy Treatment</i>	<i>\$17.00/15 minute unit</i>
<i>Professional Services Speech Evaluation</i>	<i>Non-billable</i>
<i>Professional Services Speech Treatment</i>	<i>Non-billable</i>
<i>Professional Behavioral Health</i>	<i>\$210.87/regular waiver assessment (1 session limit)</i> <i>\$22.50/15 minute unit for further evaluation/completing assessment report(8 units maximum)</i> <i>\$129.99/hour for behavioral assessment for behavior plan(3 hour limit)</i> <i>\$22.50/15 minute unit for behavior treatment including monitoring behavior plan</i> <i>\$9.52/15 minute unit for social work services</i>
<i>Professional Services Nursing Assessment</i>	<i>\$16.50/15 minute unit</i>
<i>Professional Services Nursing Treatment</i>	<i>\$16.50/15 minute unit</i>
<i>HPC transportation</i>	<i>Locally funded rates will reflect Medicaid reimbursement as identified in OAC 5123:2-9-30 Appendix A and B</i>
<i>Non-Medical Transportation</i>	<i>Locally funded rates will reflect Medicaid reimbursement as identified in OAC 5123:2-9-24 Appendix A</i>
<i>Cost to Live</i>	<i>Variable rate determined through SERVICE PLAN</i>
<i>Payeeship</i>	<i>\$6.25/unit 20units/day maximum</i>
<i>Leonora Hall</i>	<i>\$50.00/day</i>
<i>Community Trip</i>	<i>\$1.29/mile, not to exceed 200 miles per span</i>
<i>Interpretation</i>	<i>\$15.00/15 minute unit 25 units/day maximum</i>

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Increase the contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention Program using an Evidence-Based Early Intervention Model.	The current contract running from 1/1/13-12/31/14 does not cover OT's or PT's performing Evaluations or Assessments or serving as Primary Service Providers.	Recommend that the Board approve an increase to the 2014 contract dollar amount from \$225,500 to \$352,800. Increase to the contract will be \$127,300.	<p>Service Area: Children's Services # of Individuals Currently Served: Total Cost: \$352,800 Amount of Increase: 2014 - \$127,300</p> <p>Satisfaction: Staff and parents have been very satisfied with the services provided by S4K.</p> <p>The Ohio Department of Health (ODH) recently performed an audit of the Summit County Help Me Grow program. Summit DD as a provider of Early Intervention services also participated in the audit process by providing staff interviews and files for review. The outcome of the visit lead to several recommendations by ODH, none having to do directly with Summit DD as a service provider. However, as part of the larger system, we have decided to come together with Help Me Grow to improve best practice Early Intervention services to families. These improvements include:</p> <ul style="list-style-type: none"> No longer providing funds to the Developmental Evaluation process but doing the evaluations in-house using staff that are from the child's area of delay (i.e. a PT would do the eval if the child has a motor delay) leading to outcomes that will better meet the needs of individual children. Developmental Evaluations were previously completed by Child Family Learning Center using funds both from Summit DD (\$108,000) and Federal Part C dollars (\$78,000). Meeting weekly as a team including HMG Service Coordinators, Developmental Specialists and therapy staff to ensure that families are supported by one service provider backed by a team of support staff. Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This will allow the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT allowing again, for the best fit for each family. <p>These improvements will increase the need for each OT and PT to increase</p>

Submitted By: Holly Brugh

Date: November 2012

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

County of Summit Board of Developmental Disabilities

TOPIC SUMMARY REPORT

			<p>their hours from 30 hours per week to 48. This increase will allow each therapist to be part of the Developmental Evaluation team, participate in weekly team meetings, and act as the Primary Service Provider for children where gross or fine motor is the only concern.</p> <p>Funds will come from:</p> <ul style="list-style-type: none">• \$108,000 in the 2014 budget• \$78,000 from Part C Help Me Grow through a contract with Summit County Public Health. <p>Recommended for approval by the November Services & Supports and Finance & Facilities Committees</p>

Submitted By: Holly Brugh

Date: November 2012

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

First Amendment to Agreement

This First Amendment to Agreement is made this January 1, 2014, by and between the County of Summit Board of Developmental Disabilities (hereafter "Summit DD"), 89 East Howe Road, Tallmadge, Ohio 44278, and Success 4 Kidz Therapy, LLC, (hereafter "Contractor") with its principal offices located at 1089 Scenicrest St. NW, Uniontown, Ohio 44685.

WHEREAS, the Parties entered into an Agreement per Board Resolution No. 121205 for the period 1/1/13-12/31/14 for the Occupational and Physical Therapy Services embedded within a Evidence-Based Early Intervention Model and

WHEREAS, the Parties desire to amend said Agreement,

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

IV. CLAIMS AND PAYMENT.

- A. The amount of this Contract shall not exceed THREE HUNDRED FIFTY-TWO THOUSAND EIGHT HUNDRED AND 00/100 (\$352,800) DOLLARS for the period of January 1, 2014 through December 31, 2014 and is limited to the Summit DD'S 2014 appropriations

All other terms and conditions of the parties' Agreement remain unchanged and in full force and effect.

SUMMIT DD BOARD

Success 4 Kidz, LLC

Thomas L. Armstrong

Name

Superintendent
Title

Title

Date

Date

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> Weaver Industries Contract for the Bus Cleaning Enclave 	<ul style="list-style-type: none"> Renewal of contract requires Board approval; Existing contract expires December 31, 2013. Scheduled increases in the minimum wage rate for 2014. 	<ul style="list-style-type: none"> Recommend approval of the contract with Weaver Industries in the amount of \$52,942.40 for period of January 1, 2014 through December 31, 2014 	<p><i>Service Area:</i> Community Employment/Transportation</p> <p><i># of Individuals Currently Served:</i> 5</p> <p><i>Total Cost:</i> \$52,942.40</p> <p><i>Amount of Increase:</i> \$1,299.20</p> <p><i>Satisfaction:</i> Person-Served continue to express their satisfaction with working at our transportation location. Likewise, the transportation management team is satisfied with the bus cleaning services being provided.</p> <hr/> <ul style="list-style-type: none"> This contract identified roles and responsibilities for the Enclave/Workstation at the Summit DD Transportation Facility. Weaver Industries will serve as the employer and payroll administrator. The Summit DD Community Employment Department will provide the staffing and employees. The 2012-2013 contract amount was \$105,352.20. The current contract can be carried forward with an increase of \$1,299.20 from previous year (2013). For 2014, \$52,942.00 will be allocated for this contract. The previous contract figures were based on the number of hours individuals were scheduled to work, to include, an allowance for absences. We have work history data at this site. As a result, we are able to generate accurate information about the number of hours actually worked. Also, we are estimating a 2.5% annual increase in minimum wage.

Submitted By: Eldridge Black

Date: November 7, 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

			<ul style="list-style-type: none">Funds are available in 2014 budget.Contract reduced from 2 years to 1 year which will allow us an opportunity to explore community based options for this Enclave. <p>Recommended for approval by the November Services & Support and Finance & Facilities Committees.</p>
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Submitted By: Eldridge Black

Date: November 7, 2013

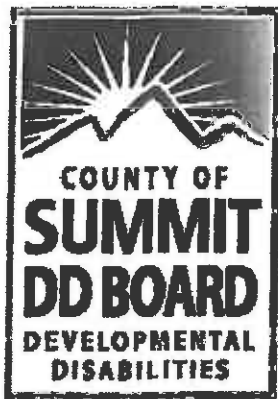
For: Superintendent / Assistant Superintendent

X Finance & Facilities Committee

X Services & Supports Committee

 HR/LR Committee

 Ethics Committee



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
WEAVER INDUSTRIES, INC.**

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 WEAVER INDUSTRIES, INC. with its principal office located at 520 S. Main Street, Suite 2441, Akron, Ohio 44311, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to WEAVER INDUSTRIES for employment of persons-served at BUS CLEANING Site.

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: Adhere to monitoring reviews conducted by Service and Support Administration Coordinators and Quality Assurance staff. Will also have regular contact with transportation staff to ensure that they are satisfied with the quality bus cleaning services. 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. The Summit DD shall be responsible for all preparation work needed to perform the BUS CLEANING.

Bus Cleaning is defined to include:

Clean the interior of the buses by:

- a. Wiping down the seats
- b. Washing the interior windows
- c. Cleaning the floors
- d. Cleaning the driver area
- e. Spot cleaning the walls

Clean the exterior of the buses by:

- a. Pre-rinse down exterior of each bus
- b. Scrubbing exterior of bus, to include exterior windows, with recommended soap and brush of each bus.
- c. Rinse entire exterior of each bus
- d. Rinse off fender wells.

- C. The Summit DD shall provide staff to supervise and train individuals employed by the Contractor pursuant to this agreement.
- D. Summit DD staff shall track and record all required data for billing purposes.
- E. Summit DD management shall reconcile consumer payroll and billing documents prior to submitting them to Contractors Business office to ensure that accurate payroll pieces and billing pieces have been recorded.
- F. Summit DD staff and/or management must inform Contractor of any changes in the persons-served completed processes.
- G. Summit DD staff will monitor and audit the bus washing process to ensure the cleanliness of the buses.

II. CONTRACTOR OBLIGATIONS

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

SERVICES:

- B. Contractor agrees to employ individuals identified by the Summit DD who are enrolled in Adult Services and who are providing BUS CLEANING services through the Summit DD's Community Employment Services Department covered by this Agreement.
- 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 SEVEN THOUSAND ONE HUNDRED EIGHTY FIVE DOLLARS AND 00/100 (\$107,473.00) and is limited to the Summit DD'S 2014-2015 appropriation. For 2014, \$52,943 will be appropriated for this contract with the remaining \$54,531.00 to be appropriated in 2015.
- B. Contractor will bill the Summit DD on a monthly basis on number of hours worked. Workers will be paid minimum wage, the greater of State or Federal as applicable. Services are invoiced monthly on a per worker/per hour basis of the hourly wage plus 25% for taxes and benefits and 15% administrative fee.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2014 to 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: Weaver Industries, Inc.
520 S. Main Street, Suite 2441
Akron, Ohio 44311

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.

SIGNATURES

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

WEAVER INDUSTRIES, INC.

**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

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> Metro Regional Transit Authority fare to/from Summit DD programmatic sites. 	<ul style="list-style-type: none"> Renewal of contract requires Board approval; existing agreement ends December 31, 2013. 	<ul style="list-style-type: none"> Recommend approval of the Collaboration Agreement in the amount of \$102,350.00 for the period of January 1, 2014 through December 31, 2014. 	<p><i>Service Area:</i> Community Travel/Transportation</p> <p><i># of Individuals Currently Served:</i> 30</p> <p><i>Additional # of Individuals Served:</i> up to 5 additional riders beyond the 30 riders currently being served.</p> <p><i>Total Cost:</i> Contract can spend up to \$102,350.00, but will not exceed the amount.</p> <p><i>Amount of Increase/Decrease:</i> There will be a decrease in the cost due to a reduction in eligible riders to the identified premium sites of \$47,650.00.</p> <p><i>Satisfaction:</i> There was a 30% decline in this service in 2013. There were 43 riders in January, 2013; however 13 passengers either discontinued attending premium sites or changed to alternate non-medical providers.</p> <ul style="list-style-type: none"> Since 2003, Summit DD Board has held an agreement with the Metro Regional Transit Authority (Metro) for specific rate of payment for transportation services to/from Summit DD facility-based programmatic sites; likewise other public agencies have similar arrangements. The Summit DD Board will continue to pay \$7.50 per person per trip under the current Collaborative Agreement. Metro RTA will renew the 2013 Collaborative Agreement and will maintain the current \$7.50 per trip cost

Submitted By: Eldridge Black/Maureen Schroder

Date: November 7, 2013

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

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

		<ul style="list-style-type: none">• Collaborative Agreement includes enhanced services to eligible individuals who receive Summit DD services in which Metro RTA does not offer to the general public.• Scat (curb-to-curb public transportation) fosters independence for all eligible individuals and enhances personal accountability for their own transportation.• Summit DD Transportation will continue to bill the waiver for the \$7.50 fee to offset the 60% of cost.• The contract will not exceed \$102,350.00. Summit DD is only charged for services delivered.• Funds are available in the 2014 Transportation budget. <p>Recommended for approval by the November Finance & Facilities and Services & Supports Committee.</p>
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Submitted By: Eldridge Black/Maureen Schroder

Date: November 7, 2013

X Finance & Facilities Committee
X Services & Supports Committee
 HR/LR Committee
 Ethics Committee

COLLABORATIVE AGREEMENT

October, 2013

This Collaborative Agreement (Agreement) is entered into by and between Metro Regional Transit Authority (Metro), with it's principal offices located at 416 Kenmore Boulevard, Akron, Ohio 44301 and Summit County Developmental Disabilities Board (Summit DD), with it's principal offices located at 89 E. Howe Road, Tallmadge, Ohio 44278, for the purpose of formalizing the parties agreement for transportation services and reimbursement for said services for certain individuals who are transported to certain Summit DD sites.

The parties agree as follows:

1. Metro agrees to provide transportation services to eligible individuals as identified in this Agreement in the form of one round-trip per day per person, including travel to and from the individual's programmatic site and individual's residence.
2. Metro will submit a monthly billing report to Summit DD for reimbursement as outlined in this Agreement. Any individual who has been billed at the agreed upon reimbursement rate, but is determined by Summit DD as ineligible for said rate under this Agreement will be reimbursed by Summit DD at the standard or current Metro SCAT or ADA fare rate.
3. Individuals receiving transportation services under this Agreement will be logged on Metro's database via the routing software system as an individual that should be charged the premium rate.
4. Summit DD will furnish to Metro on a monthly basis a roster of individuals eligible for transportation services and reimbursement under this Agreement. Summit DD will update this roster on a regular basis.
5. Summit DD agrees to reimburse Metro at the rate of Seven Dollars and Fifty Cents (\$7.50) per trip for all eligible persons-served transported to Summit DD sites, as identified in this Agreement.
6. Summit DD understands the usual and customary cost for a SCAT fare is \$2.00 to the general public; however Metro will charge eligible individuals a higher rate. Per the Agreement, Metro will provide the following enhanced services to eligible individuals as identified in this Agreement:
 - a. Metro will contact Summit DD in the event an eligible individual exhibits disruptive behavior, or who exceeds Metro's no show policy that could result in suspension of services. Metro will notify Summit DD to become involved in an intervention, or a plan of correction in the hopes that the activity, or behavior will be rectified and the suspension may not be necessary, or mitigated.
 - b. Metro will accept Summit DD's assessment process without hesitation, and process SCAT application for SCAT origin to destination services. This collaboration allows individuals receiving Summit DD services to receive quicker approvals on the transportation services requested.
 - c. Metro will allow eligible individuals to use their SCAT photo ID card as fare media when being transported to Summit DD sites as stated in the Agreement. Metro will not request eligible individuals to pay upon boarding a SCAT vehicle. Through this enhanced service agreement, Metro will make the process of boarding easier for eligible individuals.

7. Summit DD sites for purposes of this Agreement mean sites where Summit DD provides programmatic services and do not include community employment sites. Eligible sites are as follows:

- Tallmadge Center: 630 North Ave., Tallmadge, OH 44278
- Akron Center: 636 W. Exchange St., Akron, OH 44302
- Southern Center: 1651 Massillon Rd., Akron, OH 44312
- Barberton Center: 501 W. Hopocan Ave., Akron 44203
- Cuyahoga Falls Center: 2355 Second St., Cuyahoga Falls, OH 44221
- Ellet Center: 2420 Wedgewood Dr., Akron, OH 44312
- Coventry Center: 3235 Manchester Rd., Akron, OH 44319
- Potomac: 66 Osceola Ave., Tallmadge, OH 44278
- Twinsburg Center: 10735 Ravenna Rd., Twinsburg, OH 44087
- Goodwill Industries: 570 E. Waterloo Rd., Akron, OH 44319
15 Midway Plaza, Tallmadge, OH 44278
1500 Akron-Canton Rd., Akron, OH 44312
1757 State Rd. Cuyahoga Falls, OH 44221
10211 Northfield Rd, Northfield, OH 44067
10735 Ravenna Rd., Twinsburg, OH 44087
- Blick Annex: 682 W. Market St., Akron, OH 44303
2222 Issaqua St., Cuyahoga Falls, OH 44221
- Hattie Larlham Constant Companions:
7996 Darrow Rd. Ste. #20 Twinsburg, OH 44087
1420 Boetler Rd., Uniontown, OH 44685
2778 Greensburg Rd. , Canton, OH 44720
- United Disabilities Services: 701 S. Main St., Akron, OH 44301
10735 Ravenna Rd. Suite 11 Twinsburg, OH 44087
- REM Opportunities: 3333 Manchester Rd., Akron , OH 44319

8. The parties may amend this Agreement as needed to ensure the identification of applicable sites remains current.

9. This Agreement is effective January 1, 2014 through December 31, 2014 with a one year option to renew as mutually agreed upon by both parties. If this Agreement is renewed for the 2013-2014 contract period, Summit DD agrees to reimburse Metro at the rate of Seven Dollars and Fifty Cents (\$7.50).

10. This Agreement may be terminated by either party for any reason by providing 30 days advanced written notice to the other party.

Metro Regional Transit Authority

Summit DD Board

By: _____
Richard M. Enty
Executive Director/Secretary Treasurer

By: _____
Thomas L. Armstrong,
Superintendent

Date _____

Date _____

County of Summit Board of Developmental Disabilities
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Contract for legal services	Legal representation related to collective bargaining, grievance arbitration, and associated matters.	To enter into a contract with Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis, Inc. for the period January 1, 2014, through December 31, 2014, in an amount not to exceed \$150,000.	<p>Legal representation will be utilized as necessary in 2014 to:</p> <ul style="list-style-type: none"> Continue to negotiate labor agreements succeeding those that expired 12/31/12 with WEA I, WEA II and WWWSA. Negotiate a labor agreement succeeding one that expires 12/31/13 with AFSCME Local 1229. Review grievances that may be arbitrated. Arbitrate grievances of significant import. Advise and represent the Board in other related employment and collective bargaining matters. <p>A request for proposals for legal representation for collective bargaining was made in May of 2013. Results were reviewed by the July HR/LR Committee, which recommended no change in provider.</p> <p>David Blaugrund has represented the Board in negotiations and other collective bargaining for over 10 years. The rate for services under this contract remains at \$200.00 per hour for the third consecutive year. Fee disputes, if they occur, shall be mediated by the Ohio Bar Association.</p> <p>In 2012, the Board paid the Blaugrund firm \$180,138.40 for legal representation, including representation of the Board in a dispute with a former employee. Through October 25, 2013, the Board has paid \$104,379.44 to the Blaugrund firm for legal representation in 2013.</p> <p>The total amount of this contract will not exceed \$150,000. Funds are available in the 2014 budget for this request.</p> <p>Recommended for approval by the November HR/LR Committee.</p>

Attachment #5

Submitted By: Joe Eck, Director of Labor Relations

Date: November 5, 2013

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

CONTRACT FOR LEGAL SERVICES

The following agreement is entered into by and between the firm of Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis, Inc. (hereafter "Blaugrund") and the County of Summit Board of Developmental Disabilities (hereafter "Board") for the period January 1, 2014 through December 31, 2014:

1. Blaugrund agrees to provide legal services to the Board upon request by a designee of the Board. Legal services shall include, without limitation, preparation for and participation in collective bargaining negotiations, mediation and/or fact-finding sessions; consultation, review of documents, legal research, representation in court or in administrative tribunals on matters relative to collective bargaining and other related matters as determined by the Board.
2. The Board agrees to compensate Blaugrund for all requested services described above at the rate of \$200.00 per hour.
3. Blaugrund shall present an itemized bill on a monthly basis identifying the hours spent for services and the expenses incurred. The Board agrees to pay each month for documented fees and expenses. Blaugrund shall request authorization in advance for any expense in excess of \$200.00. The parties agree to utilize a non-binding alternative dispute resolution process through the Ohio State Bar Association to mediate any fee disputes that may arise in connection with legal services provided and billed under this Agreement.
4. The total amount of this contract shall not exceed One Hundred Fifty Thousand Dollars (\$150,000).
5. This contract may be modified at any time by written agreement of both parties.

Date

Thomas L. Armstrong, Superintendent
Summit County Board of DD

Date

David S. Blaugrund
Blaugrund, Herbert, Kessler, Miller,
Myers & Postalakis, Inc.

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for support contracts in 2014	Annual maintenance / licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2014 for an amount not to exceed \$64,736.	<p>Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking and managing activities related to individuals we serve.</p> <p>The annual license cost for Gatekeeper will be \$47,357 in 2014.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$7,379 in 2014.</p> <p>Summit DD also has \$10,000 budgeted in 2014 for customized work or technical support from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are like to be less.</p> <p>The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$64,736 for all of 2014.</p> <p>Recommended for approval by the November Finance & Facilities Committee.</p>

Attachment #6

Submitted By: Russell DuPlain
Date: November 2013

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

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective January 1, 2014 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of DD ("Licensee").

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

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

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

License.

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

Restrictions.

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

- Allocation Recovery
- Billing Archive
- County Billing
- Case Notes
- Day Services
- Demographics
- Employment
- Forms
- Incident Tracking
- Local Payment Authorization
- Medical History
- Plan
- Service Authorization
- Survey
- Tracking
- Transportation
- Imaging Interface

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

Fees.

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

- Allocation Recovery - \$250.00
- Billing Archive - \$250.00
- Case Notes - \$500.00
- County Billing - \$500.00
- Day Services - \$500.00
- Demographics - \$250.00
- Employment - \$250.00
- Forms - \$500.00
- Incident Tracking - \$500.00
- Local Payment Authorization - \$500.00
- Medical History - \$250.00
- Plan - \$1,000.00
- Service Authorization - \$500.00
- Survey - \$500.00
- Tracking - \$500.00
- Transportation - \$500.00
- Imaging Interface - \$500.00
- Consumer Limit - \$39,355.00 for unlimited consumers
- Database Server Upgrade - \$126 per CPU

Workshop Module Fees.

The Gatekeeper Workshop module license includes one QODBC license to interface with QuickBooks on one computer. If more QODBC licenses are needed, there will be a one-time charge of \$300 to cover the cost of the software and installation for each license. If any computer that has a QODBC license installed is ever re-imaged or replaced with a new computer without first giving Developer adequate notice in order to de-activate that license, it will be treated as a new installation and there will be a \$300 charge to cover a new QODBC license and installation costs.

General Support: Developer agrees to provide twelve (12) hours of general support of the Software License during the term of this Agreement at no cost to Licensee. Thereafter, general support as requested by Licensee will be billed at the rate of Ninety Dollars (\$90.00) per hour. All hourly charges will be billed in Fifteen (15) minute increments. General support includes installation, on-going training, or other consultation requested by Licensee or deemed reasonably necessary by Developer in connection with support for the Licensee. Hours included in this support will include travel time to the Licensee's site. All necessary upgrades to the software will be provided by Developer at no cost (including travel time) to Licensee.

Custom Support: Custom software development will be billed at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour. Additional custom development work requested by Licensee and estimated in scope to exceed five (5) hours shall be set forth in a separate scope of work, which will be attached as an addendum to this Agreement. Apart from the scope of

services required and project completion dates, the terms of this Agreement shall control the relationship of the Developer and Licensee in connection with the performance of additional custom development work. In the event the parties re-negotiate a subsequent Agreement, the parties agree that the fee structure shall not be increased by an amount which exceeds the posted National Consumer Price Index for the prior calendar year.

Warranty of Title.

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

Warranty of Functionality.

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

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

Software Maintenance and Technical Support.

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

Payment.

The amount of this contract shall not exceed Forty Seven Thousand Three Hundred Fifty-Seven Dollars (\$47,357.00) and shall be paid in quarterly installments within 30 days of the receipt of the invoice. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer for sales, use, excise taxes or other taxes, which are measured directly by payments made by Licensee to

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

Warranty Disclaimer.

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

Limitation of Liability.

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

Termination

Licensee may terminate this Agreement by providing Developer 90 days written notice.

No Assignment.

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

Final Agreement.

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

Severability.

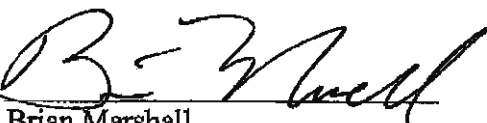
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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

Primary Solutions

County of Summit Board of DD

By:



Brian Marshall
President

By: _____

WEB SERVICE LICENSE AGREEMENT

This Service License Agreement ("Agreement") is made and effective January 1, 2014 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of DD ("Licensee").

Developer has developed and licenses to users its web service marketed under the name ohioDD.com (the "Service").

Licensee desires to make the Service available to one or more vendors with whom it sub-contracts services.

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

License.

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Service as set forth in this Agreement. This license will expire one year from the effective date of the Agreement.

Restrictions.

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

- Utilization Review
- Payment Review
- Enter/Change Billing
- Billing File Verification

Fees.

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

- Consumer Limit - \$7,379.00 for unlimited consumers.

In consideration for the support of the Service License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for installation and initial set-up, and Ninety dollars (\$90) per hour for each hour thereafter. Custom software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Support can and will include any on-going training or other consultation requested by Licensee or deemed reasonably necessary by Developer in connection with support for the Licensee.

In the event the parties re-negotiate a subsequent Agreement, the parties agree that the fee structure shall not be increased by an amount which exceeds the posted National Consumer Price Index for the prior calendar year.

Warranty of Title.

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

Warranty of Functionality.

Developer warrants that the Service shall perform in all material respects according to the Developer's specifications concerning the Service when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer. Licensee's sole remedy shall be that Developer shall correct the Service so that it operates according to the warranty. This warranty shall not apply to the Service if modified by anyone or if used improperly or in an operating environment not approved by Developer.

Service Maintenance and Technical Support.

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Service as created by Developer. Such enhancement shall include all modifications to the Service which increase the speed, efficiency or ease of use of the Service or add additional capabilities or functionality to the Service, as well as any substantially new or rewritten version of the Service. All such changes will be done at no additional cost to Licensee.

Payment.

The amount of this contract shall not exceed Six Thousand Nine Hundred Fifty-Six Dollars (\$6,956.00). Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

Taxes.

In addition to all other amounts due hereunder, Licensee shall also pay to Developer for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

Warranty Disclaimer.

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

Limitation of Liability.

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

Termination

Licensee may terminate this Agreement by providing Developer 90 days written notice.

No Assignment.

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

Final Agreement.

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

Severability.

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

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

Primary Solutions

County of Summit Board of DD

By: _____
Brian Marshall
President

By: _____

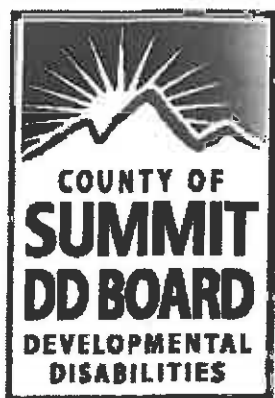
County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for development projects in 2014	Completion of web based projects to improve outcomes for individuals served	The Board approve the request to enter into contract with iData Technologies in 2014 for an amount not to exceed \$81,000.	<p>Summit DD works with iData Technologies to create customized applications, as well as provide technical support for previously developed applications.</p> <p>New applications to be developed in 2014 are the Behavior Support Plan application (to centrally manage and track activities related to behavior support plans) and a Community Employment tracking application (to manage employers, available jobs, and persons served working in integrated employment settings).</p> <p>Applications currently in use that were developed by iData include the ISP application, the Provider Portal, the Contract Management System, and the Summitdd.org website.</p> <p>It is expected that the combined development and ongoing support costs for all of the above applications will be \$81,000 or less for all of 2014.</p> <p>It is recommended that the Board approve the request to enter into contract with iData Technologies in 2014 for an amount not to exceed \$81,000.</p>

Recommended for approval by the
November Finance & Facilities Committee

Submitted By: Russell DuPlain
Date: November 2013

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



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
iData Consulting 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 iData Consulting Services with its principal office located at 1910 Biltmore ST NW, Washington DC 20009, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to iData Consulting Services for custom application development, technical support, and related activities. This contract will function as a Master Service Agreement, with individual projects that Contractor completes for Summit DD requiring a separate Statement Of Work to be signed by representatives from both parties.

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: reviewing work completed by iData to ensure it meets the requirements defined in the Statement of Work, and providing a formal sign-off to indicate that work has been completed satisfactorily. 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 work with Contractor to create a Statement of Work to define the scope of work to be done for each project, the estimated total cost, and the end product or deliverables that will be created by Contractor.

II. CONTRACTOR OBLIGATIONS

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

- B. Ongoing maintenance and support of existing applications shall be done at the request of Summit DD. Services to be provided by Contractor for custom application development shall be identified in a separate Statement of Work signed by both parties and attached to this agreement.**
- 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.
- N. Contractor grants Summit DD a perpetual, royalty-free, non-transferable enterprise-wide license to use the products and applications created under this Contract and any related Statement of Work, including the right to reproduce them for additional purposes at Summit DD. Summit DD or its affiliates may also modify said products and applications created by Contractor as Summit DD sees fit, with or without Contractor's involvement or knowledge.

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 eighty-one thousand dollars (\$81,000.00) and is limited to the Summit DD'S 2014 appropriation.
- B. Contractor will bill Summit DD for billable services at an hourly billing rate not to exceed \$99.00 per hour.
- C. Payment shall be paid within 30 days of receipt of the invoice, which is to be issued at the completion of the respective Statement of Work, unless alternative payment terms are noted in the Statement Of Work and agreed upon by both parties. In the event any overdue amount owed by Summit DD is not paid following 15 days written notice from Contractor, then in addition to any other amount due, Contractor may impose a late payment charge at the rate of one percent (1%) per month on any overdue amount.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2014 to 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: iData Consulting Services
1910 Biltmore ST NW
Washington DC 20009

- 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:
iData Consulting Services

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.

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>General TDD Overview:</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
 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 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

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><u>Proposed:</u></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

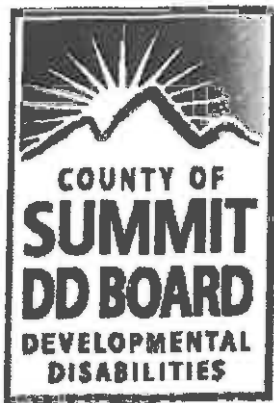
For: _____ Superintendent / Assistant Superintendent

_____ ☒ 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 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></p> <p># of Persons Served: <u>337 bed days for 5 persons served</u></p> <p>Total Cost: <u>\$156,000 per year</u></p> <p>Amount of Decrease: <u>\$188,000</u></p> <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
 X Finance & Facilities Committee
 X 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 Larham 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 Larham 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 Larham 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 style="text-align: center;">Recommended for approval by the October Finance & Facilities and Services & Supports Committees</p>			

Submitted By: _____ Holly Brugh & Jean Fish _____

Date: 9/4/12

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
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 44255, 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.
- 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 FIFTY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$454,685.00) 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

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
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>

Recommended for approval by the
October HR/LR Committee

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent
October 8, 2013 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.

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE TEN MONTHS ENDED OCTOBER 31, 2013 AND 2012

	10/31/2013			10/31/2012		
	2013	2013	YTD %	2012	2012	YTD %
	ANNUAL	YTD	BUDGET	ANNUAL	YTD	BUDGET
	BUDGET	ACTUAL	REMAINING	BUDGET	ACTUAL	REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 50,513,674	\$ 46,921,290	\$ 3,592,384	\$ 50,961,305	\$ 49,585,345	\$ 1,375,960
PERSONAL PROPERTY REIMB	533,981	76,283	457,698	918,042	230,785	687,257
REIMBURSEMENTS	15,092,545	12,573,498	2,519,047	15,448,172	15,026,080	422,092
GRANTS	695,200	373,926	321,274	384,000	426,576	(42,576)
CONTRACT SERVICES	513,000	330,667	182,333	250,000	345,511	(95,511)
REFUNDS		2,866	(2,866)	-	38,574	(38,574)
OTHER RECEIPTS	346,000	330,094	15,906	327,000	383,085	(56,085)
SALES	15,000	12,214	2,786	-	12,549	(12,549)
TOTAL REVENUE	\$ 67,709,400	\$ 60,620,838	\$ 7,088,562	\$ 68,288,519	\$ 66,048,505	\$ 2,240,014
OPERATING EXPENDITURES						
SALARIES	26,428,340	20,442,672	5,985,668	26,072,780	21,130,439	4,942,341
EMPLOYEE BENEFITS	11,237,561	8,497,233	2,740,328	11,220,439	8,574,075	2,646,364
SUPPLIES	1,648,015	1,351,080	296,935	1,875,184	1,249,284	625,900
TRAVEL	423,748	279,931	143,817	353,962	281,674	72,288
CONTRACT SERVICES	29,907,838	25,317,714	4,590,124	28,848,471	24,205,045	4,643,426
UTILITIES	721,000	494,224	226,776	898,000	440,677	457,323
RENTALS	828,900	803,672	25,228	955,010	817,678	137,332
ADVERTISING	195,500	99,554	95,946	122,000	105,344	16,656
OTHER EXPENSES	327,590	297,508	30,082	396,795	274,816	121,979
EQUIPMENT	597,744	229,425	368,319	897,920	419,681	478,239
REAL PROPERTY IMPROVEMENT	500,000	546,207	(46,207)	800,000	238,963	561,037
TOTAL EXPENDITURES	\$ 72,816,236	\$ 58,359,220	\$ 14,457,016	\$ 72,440,561	\$ 57,737,676	\$ 14,702,885
NET REVENUES AND EXPENDITURES	\$ (5,106,836)	\$ 2,261,618	\$ 7,368,454	\$ (4,152,042)	\$ 8,310,829	\$ 12,854,871
BEGINNING FUND BALANCE	\$ 71,064,934	\$ 71,064,934				
PLUS: REVENUE	67,709,400	60,620,838				
LESS: EXPENDITURES	(72,816,236)	(58,359,220)				
ENDING FUND BALANCE	\$ 63,958,098	\$ 73,326,552				

Recommended for approval by the
November Finance & Facilities Committee

**SUMMIT COUNTY DD BOARD
EXPLANATION OF VARIANCES
FOR THE TEN MONTHS ENDED OCTOBER 31, 2013
(Rounded)**

An even distribution of the budget for a one month period 8.3%
An evenly distributed budget remaining for a two month period 16.7%

		<u>Current Month</u>	
<u>Revenue:</u>			
1	Reimbursements:	Quarterly receipt of State subsidy	\$ 689,400
<u>Expenditures:</u>			
2	Contract Services:	Quarterly TCM waiver match payment	435,500
3	Equipment:	Twelve month contract for computer systems intrusion detection monitoring to help prevent systems breaches or loss of data	10,800
		<u>Prior Months</u>	
<u>Revenue:</u>			
	Personal Prop Reimb:	June - Receipt of first installment, remainder expected in December	\$ 76,000
	Grants:	Overall lower than expected receipts	
<u>Expenditures:</u>			
	Travel, Utilities and Advertising:	Overall less than expected spending	
	Rentals:	March - Twelve months prepayment of property rent to Summit Housing Corporation for the Akron, Coventry, Ellet, Twinsburg, Potomac and Ellet Centers	789,000
	Other Expenses:	January - Payment of 2013 Ohio Association of County Boards dues per Board Resolution 13-01-09	75,000
		April - Payment of Fleet, Property and Liability insurance, and D&O liability insurance	106,000
			38,000
	Equipment:	June - Budgeted purchases of buses expected in the last half of the year	300,000
	Real Property Improvement:	February - Progress payment made to contractor for Community Employment Services office construction and purchase of office furniture for the same area	85,000
		February - Architectural fees for office renovation in the Human Resources Department	10,000
		April - Reimbursement to Summit Housing Corp of grant funds received in March for the purchase of property on Northwest Ave. in Tallmadge	77,000
		May - Purchase of office furniture for C-6 in Weaver Learning Center	23,000
		Purchase of office furniture for C-4 in Weaver Learning Center	22,000
		Payment for renovations of C-4 and C-6 in Weaver Learning Center	35,000
		June -Renovations of the IT area	40,600
		Workstations at Akron Center	50,000

** 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 October 31, 2013, there is a remaining available balance of approximately \$255,100.

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Revision to Policies:</p> <ul style="list-style-type: none"> • 4003 – Service & Support Administration; • 4006 – Confidentiality of Individual Records; • 4013 – Crisis Management; • 4027 – Waiting List for Services. 	<p>To revise policies to assure they continue to reflect current service practices and Ohio Administrative Code.</p>	<p>Board approval for revised policies 4003, 4006, 4013, and 4027.</p>	<p>Policy 4003 Service & Support Administration – Ohio Administrative Code 5123:2-1-11 changes are anticipated to be effective February 2014. Changes to this rule require updates to this policy in order to reflect DODD expected service descriptions and process.</p> <p>Policy 4006 Confidentiality of Individual Records – Changes in this policy reflect current practices regarding release of information and the manner in which records are stored.</p> <p>Policy 4013 Crisis Management – Changes in this policy reflect current practices regarding operation of the emergency response system.</p> <p>Policy 4027 Waiting List for Services – Ohio Administrative Code 5123:2-1-08 was changed in November 2011. Changes in this policy reflect current rule requirements and Summit DD practices regarding the management of waiver funded wait lists.</p>
<p align="center">Recommended for approval by the November Services & Supports Committee.</p>			

Submitted By: Jerilyn George

Date: November 2013

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

COUNTY OF SUMMIT

DEVELOPMENTAL DISABILITIES BOARD

4003 - SERVICE & SUPPORT ADMINISTRATION

Service and Support Administration will be provided in accordance with Ohio Revised Code 5126.15 and Ohio Administrative Code 5123:2-1-11.

Service and support administration will be made available to each eligible individual three (3) years of age or older who is eligible and requests service and support administration, and to each individual regardless of age or eligibility for county board services applying for or enrolled on a home and community based services waiver, and to a person served residing in an intermediate care facility who requests assistance to move into the community. Individuals who are eligible for service & support administration will be provided service and support administration upon request as appropriate and will not be placed on a waiting list for service and support administration.

Summit DD service and support administrators shall not be assigned responsibilities for implementing other services for persons served and shall not be employed by or serve in a decision-making or policy-making capacity for any other entity that provides programs or services to persons with mental retardation or developmental disabilities.

Individuals who receive service and support administration will have an identified Service and Support Administrator (SSA) who is the primary a single point of accountability-coordination and who will develop the Individual Service Plan (ISP) with the active participation of the person served. If the ISP includes home and community based waiver services or Medicaid case management services, those services will be subject to approval by the Ohio Department of Developmental Disabilities (ODODD) and the Ohio Department of Job and Family Services (ODJFS). The ISP process will reflect all applicable rules, as promulgated by the ODODD and ODJFS.

SSA functions and activities include:

1. In accordance with Ohio Administrative Code 5123:2-1-02, to establish an individual's eligibility for services from the Summit DD;
2. Initially, and at least every twelve (12) months thereafter, coordinate and/or complete assessments of the person served to be used in the development of Individual Service Plans (ISP);
3. Develop ISPs with the active participation of the individual to be served, other persons selected by the individual, and, when applicable, the provider selected by the individual, and recommend the plans for approval by the Ohio Department of Developmental Disabilities when services included in the plans are funded through Medicaid;
4. Review and revise ISPs at least every twelve (12) months, and more frequently as necessary;

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

4003 - SERVICE & SUPPORT ADMINISTRATION *(continued)*

5. ~~Provide ongoing individual service plan coordination; Ensure that services are effectively coordinated and provided by appropriate providers;~~
6. Establish and implement an ongoing system of **ISP development, continuous review, and revision that assures person centered planning, supports community inclusion and self-advocacy activities, and ensures the health and welfare of the person served. Such system will assure SSAs facilitate effective communication and establish and maintain contact with service providers and natural supports as frequently as necessary. ISPs will be the fundamental tool to ensure the health and welfare of the person served, and will reflect services and supports that are consistent with efficiency, economy and quality of care.** ~~monitoring the implementation of individual service plans to achieve consistent implementation and the desired outcomes for the individual;~~
7. Incorporate the results of ~~quality assurance~~ reviews and identified trends and patterns of unusual incidents and major unusual incidents into amendments of an ISPs for the purpose of improving and enhancing the quality and appropriateness of services rendered to the individual;
8. Establish **and obtain approval for a** budget for services based on the individual's assessed needs and preferred ways of meeting those needs;
9. Assist individuals in **choosing providers for services by offering the person served the opportunity to select a provider from all willing and qualified providers in accordance with 5123:2-9-11.** ~~making selections from among the providers they have chosen;~~
10. ~~Perform quality assurance reviews as a distinct function of service and support administration;~~
11. **The SSA shall retain responsibility for all decision-making regarding service and support administration functions and the communication of any such decisions to the person served.**
12. **The SSA is responsible to explain to the person served their right to alternative services, due process for Administrative Resolution of Complaints and Medicaid State Hearings, and the right to choose any willing and qualified provider.**
13. Ensure that **when a decision regarding receipt of a service by an** ~~each~~ individual **receiving services** ~~who is his or her own guardian must be made the individual shall make the decision. An individual who is his or her own guardian may authorize in writing an adult as has a chosen representative to make a decision on behalf of the individual as long as the adult does not have a financial interest in the decision.~~ **designated person who is responsible on a continuing basis for providing the individual with representation, advocacy, advice, and assistance related to the day-to-day coordination of services in accordance with the individual's service plan. The service and support administrator shall give the individual receiving services an opportunity to designate the person to provide daily representation. If the individual**

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

~~declines to make a designation, the administrator shall make the designation. In either case, the individual receiving services may change at any time the person designated to provide daily representation.~~

14. Assures availability of an emergency response system twenty-four (24) hours per seven (7) days per week to provide immediate response to unexpected emergencies.

DRAFT

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

4006 - CONFIDENTIALITY OF INDIVIDUAL RECORDS

The Board respects the rights of individuals served to confidential treatment of all information in their records. The Board will comply with all applicable federal and state laws and rules and regulations regarding the collection, maintenance, disclosure, access to and destruction of personally identifiable information concerning persons served, **including OAC 5123:2-1-02 (I) (7).**

Records shall be maintained in a safe and secure location with access limited to persons served/guardian and to Summit DD employees on a need to know basis.

Records will be accessible to the person served, if he or she is eighteen (18) years of age or older, legal guardians, the parents of a minor, and Board employees authorized by department directors based upon a need to know basis to fulfill the employee's job duties.

Records and information concerning persons served shall also be accessible to those who are authorized in writing by the person served if the person is eighteen (18) years of age or older and does not have a legal guardian, **if the permission for record release is obtained prior to the release of information, and if the permission for release specifies the record to release and party or organization to whom the information shall be released to. All releases require a specific time period during which the permission for records release is valid.**

[Click here to view Records Procedures](#)

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

4013 - CRISIS MANAGEMENT

The Summit DD is committed to protecting the safety of all people in Board facilities. The Summit DD recognizes that, on occasion, an emergency may arise to necessitate crisis management to protect an individual or others from injury and to prevent property damage.

~~Non-crisis use of suspension for adult individuals served in the adult programs may be part of a behavior support plan to instill appropriate conduct. A suspension of services may occur in order to put in place a support plan to protect the health and safety of the individual, other individuals served and/or staff members. Standing or as needed programs/interventions for the control of behavior are prohibited, which includes the use of an emergency procedure as the standard response to an individual's behavior. Any use of such programs/interventions are required to have prior approval from appropriate behavior support and human rights committees.~~

Summit DD assures that an on call emergency response system is available twenty-four (24) hours per day seven (7) days per week. This system provides immediate response to unanticipated events for persons served and is operated by Services and Supports Administration Managers and Investigative Agents.

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

4027 - WAITING LISTS FOR SERVICES

Summit DD is committed to using its resources efficiently and effectively and to provide services in a fair manner, consistent with applicable federal and state statutes and rules in the least restrictive alternative, appropriate to individual needs.

The Board shall determine program and/or service and supports availability based upon the adequacy of resources. When resources are not sufficient to meet the needs of eligible persons with developmental disabilities, the Superintendent shall establish and maintain waiting lists in accordance with the Ohio Revised Code (ORC) Section 5126.042. ~~Separate waiting lists, service substitution lists and long-term planning registries shall be established by category of services or supports where requests exceed the availability of resources for that particular service category, and in accordance with rule 5123:2-1-08 of the Administrative Code.~~ **Summit DD maintains waiting list for Medicaid Home and Community Based Services according to Ohio Administrative Code 5123:2-1-08.**

Summit DD will provide services to persons served on a waiting list in accordance with Ohio Administrative Code 5123:2-1-08. Summit DD will assess the person's needs and shall give priority for the purposes of:

- Persons served with emergency needs in accordance with Ohio Administrative Code 5123:2-1-08;**
- Refinancing supported living and family support services;**
- Refinancing adult services;**
- Serving persons with aging caregivers;**
- Serving persons assessed to have intensive needs.**

Due process shall be made available to persons served for any action taken by Summit DD, including approval, denial, reduction or termination of service in accordance with Ohio Revised Code 5126.044 and Ohio Administrative Code 5123:2-1-12.

Summit DD does not have a waiting list for persons served requesting Medicaid State Plan services, for home and community based services when a person served is transferred to a Self Empowered Life Funding Waiver, for persons enrolled on Home and Community Based Services Waivers, or for service subject to determination under Ohio Revised Code 121.38.

[Click here for waiting list procedures](#)

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Revision of Policies 4030, Capacity for Centered Based Adult Services and 4014, Safety Net. Delete Policy 3019, Average Daily Membership.	Policy Review	Approval of revised Policies 4030 and 4014. Approve deletion of Policy 3019.	<p>4030, Capacity for Centered Based Adult Services. This policy has been revised to remove target capacity language. This language was necessary when center based programs were experiencing overall growth while reducing the size of individual program sites. Numbers served in each center has declined in past few years. The policy still establishes capacities for each program site.</p> <p>4014, Safety Net. The revision in this policy broadens the definition of safety net beyond just Summit DD programs and clearly defines the SSA and team's role in designing what services are needed by an individual who loses employment or is in need of new services.</p> <p>3019, Average Daily Membership (ADM). This is no longer a requirement by The Ohio Department of Developmental Disabilities.</p> <p>The November Services & Supports Committee recommends approval of revisions to Policies 4030 and 4014 and the deletion of Policy 3019.</p>

Submitted By: Bill Payne

Date: 11/7/13

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

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

4030 - CAPACITY FOR CENTER BASED ADULT SERVICES

In order to maintain health and safety; provide effective supports and services; and efficiently manage resources for persons-served, Summit DD shall establish ~~target and~~ maximum capacities for each Summit DD center-based Adult Services site.

Recognizing the need to ensure flexibility in meeting the needs of persons served, ~~target~~ **maximum** capacities may only be exceeded ~~to the maximum capacity indicated below unless~~ **in** unusual circumstances. ~~require otherwise.~~ The Superintendent shall determine when unusual circumstances exist that would require the need to temporarily serve additional individuals at a site. In those instances, the Superintendent will advise the Board that a maximum capacity at a location has been exceeded. The need for doing so will be reviewed, discussed and presented to the Board for formal action at the earliest possible opportunity as determined in consultation between the Superintendent and the Board President.

~~When any combination of individual target capacities collectively exceed five percent (5%) of the total target capacity identified, the Superintendent will hold discussions with the Board regarding the need to develop an additional community-based site.~~

<u>Centers</u>	<u>Target Capacity</u>	<u>Maximum Capacity</u>
Akron Center	110	120
Barberton Center	68	75
Canal Place Center	40	40
Coventry Center	50	55
Cuyahoga Falls Center	68	75
Ellet Center	68	75
Potomac Center	50	55
Southern Center	75	85
Tallmadge Center	130	145
Total Capacity	659	725-685

The Superintendent and Board will periodically review ~~target and~~ maximum capacities to ensure they continue to be appropriate to the needs of the individuals being served. It shall remain the intent of the Board that future centers developed by Summit DD be located in communities in proximity to where individuals live and that the space and design of the centers shall continue to be appropriate to the needs of individuals to be served.

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

4014 - SAFETY NET

~~Safety net services is an emergency, temporary service that provides day program services, including sheltered workshop, specialty business programs, or other available community employment options.~~

Summit DD shall provide safety net services to eligible individuals who had been employed in the community, lose their employment, and request safety net services. An eligible individual's request for safety net services shall be reviewed, **by the Service and Support Coordinator and the team**, on a case by case basis to ensure the person's health and safety in the community.

CARF CES: ES 3 C 14.

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

~~3019 – AVERAGE DAILY MEMBERSHIP (ADM)~~

~~In accordance with 5123:1-5-03, Summit DD is required to report its Average Daily Membership to the Ohio Department of Developmental Disabilities (ODODD) no later than October 15th annually. Programs whose enrollment must be reported include: Early Childhood, Special Education, Adult Services and other Programs which have been identified for payment of subsidies by the ODODD. Summit DD shall follow the practices and methods for calculation of ADM that are outlined in 5123:1-5-03.~~

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Revision of Policy #4018- Early Intervention Description of Services	Clarify description of early intervention services supported by Summit DD	The Board approve revisions to policy #4018.	<p>Recent litigation in Ohio has resulted in at least one jurisdiction requiring a provider of early intervention services to make available and fund direct therapy services. Counsel for the Ohio Association of County Boards recommends that county boards identify specifically the types of services the county board determines it will provide and fund under the umbrella of the early intervention service array.</p> <p>The attached policy has been revised to clarify that Summit DD provides and/or funds certain early intervention services using the Evidence Based Early Intervention approach, which is a coaching/consultative model of service as opposed to a traditional direct therapy model of service.</p> <p>Recommended for approval by the November Services & Supports Committee</p>

Submitted By: Holly Brugh

Date: November, 2013

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

COUNTY OF SUMMIT

DEVELOPMENTAL DISABILITIES BOARD

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4018 - EARLY INTERVENTION – DESCRIPTION OF SERVICES

Intake/Eligibility

In Summit County, the Family and Children First Council (FCFC), administered by Summit County Public Health, is responsible for coordinating Help Me Grow (HMG) services and supports. Within the HMG system of services, the County of Summit Board of Developmental Disabilities (Summit DD) is a provider of **certain** early intervention specialized services, **as more fully described below**, in natural environments for families of eligible infants and toddlers from birth through age two.

Summit County HMG contracts to complete all assessments and evaluations to determine eligibility for children referred to HMG with a suspected delay or disability. Using the Battelle, a comprehensive evaluation and assessment for program planning, a summary report is developed and shared with the family. Summit DD either participates in the evaluation process or provides funding to HMG to support their contract.

When a child is determined eligible, the HMG Service Coordinator provides families with information about their options for early intervention services in Summit County. If the family selects Summit DD as their service provider, the Service Coordinator faxes a referral packet to the Children's Services Intake and Support Specialist at Summit DD.

Individual Family Service Plan (IFSP)

Once a family selects Summit DD as their early intervention service provider and a referral is received, Summit DD collaborates with Summit County HMG in utilizing one statewide IFSP form for each family. The early intervention staff participates in the development of the IFSP along with the HMG Service Coordinator, parents and other providers, and provides information relative to the IFSP to team members, as appropriate. The IFSP is a family-driven document and families have the right to refuse any or all services that may be recommended or suggested to them. Each family's designated HMG Service Coordinator and Summit DD Primary Service Provider will review and update the IFSP minimally annually or more frequently, as needed.

Summit DD Early Intervention Services Delivery

All The early intervention services **provided and supported by** ~~delivery model currently in use at Summit DD~~ **shall be delivered consistent with** is the Evidence-Based Early Intervention (EBEI) approach. **Summit DD supports** It is a family-centered, **consultative** approach to **its early intervention services**, providing families of infants and toddlers with delays and disabilities with a primary provider (or coach) as the liaison between the family and other team members.

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

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4018 - EARLY INTERVENTION – DESCRIPTION OF SERVICES *(continued)*

Summit DD Early Intervention Services Delivery- *(continued)*

The Primary Service Provider (PSP), determined upon referral, is often the Developmental Specialist, however it can also be one of the other team members which includes a Physical Therapist, Occupational Therapist, Speech/Language Pathologist or other team member as needed. The PSP accesses information and support for the family from the other team members, coordinates the information and provides it to families in a way that increases their skills and abilities at promoting their child's development and competence and independence through daily routines and activities.

~~This model does not include "direct therapy".~~ Team meetings are scheduled weekly and are an opportunity for all team members to have conversations regarding support and strategies for children and families. Occasionally co-visits to the home by another team member along with the PSP can be scheduled when need is determined. The EBEI model has been determined a best practice, evidence-based model for delivery of services to children under the age of three and is based on current research regarding early brain development and how young children learn best.

When Summit DD has been selected as the early intervention service provider, families can expect to receive home visits conducted by qualified developmental specialists or licensed therapy staff. Staff will use a coaching model to assist parents in addressing each individual child's IFSP outcomes. The early intervention services provided and supported by Summit DD do not include what families typically describe as direct therapy services, where a specialist works one-on-one with a child. When families choose to seek direct therapy services through another service provider, Summit DD early intervention staff makes every effort to meet and coordinate with those therapy providers to assist families in embedding their therapy goals at home and into their everyday activities. **Services listed on the IFSP that do not adhere to the EBEI consultative approach shall not be construed as authorizing Summit DD staff to provide, or agree to provide or fund any other type of early intervention service.**

Summit DD's family-centered early intervention services are culturally sensitive, are provided year-round and are coordinated with families so that services are flexible, accessible and built upon their interests, concerns, priorities, strengths and wishes. Services are provided in natural environments throughout daily activities and routines which most often occur in the family home or child care center. Developmental Specialists work closely with the Community Partners for Inclusion (CPI) staff at Summit DD to assist families in accessing the most inclusive environments for child care. The CPI Program has partnered with many child care centers in the County who have embraced an inclusive learning environment through training and the ongoing support of our Inclusion Specialists.

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

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4018 - EARLY INTERVENTION – DESCRIPTION OF SERVICES *(continued)*

Community inclusion is also encouraged and enhanced through funding and support to Summit DD early intervention families who wish to have their child included in existing community toddler activities in the community such as swimming at the YMCA, and play groups at the education center at the Akron Zoo.

Children can be discharged or exited from early intervention services at Summit DD per team agreement if they are found to be age appropriate at the time of assessment and/or eligibility redetermination. In addition, they can be exited if the family no longer wishes to participate in the program, or when the child turns three.

Help Me Grow Collaborative

As part of a collaborative effort, Summit County HMG and Summit DD work together on child find and outreach activities. Summit DD early intervention staff and supervisors participate on the Summit County HMG Advisory Committee and sub-committees (Child-Find, Service Coordination, and Family Support). In addition, Summit DD early intervention staff participates in the transition planning process as requested by the HMG Service Coordinator and/or parent or guardian. Annually, parents are made aware of their rights and procedural safeguards as afforded under the lead agency and are provided a copy of the complaint resolution procedure annually.

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Board Policy #2018 Ethical Practices	Revise policy to include required elements	Board adopt revisions to Policy #2018 – Ethical Practices and Whistleblower Protection	<p>Board policy and procedure currently outlines ethical practices, business restrictions and reporting requirements that apply to Board members, employees, volunteers and interns.</p> <p>Policy #2018 is revised to additionally address all of Ohio's whistleblower statutes and protections provided to employees for good faith reporting of allegations of wrongdoing. The reporting process is outlined in the corresponding administrative procedures.</p> <p>Recommended for approval by the November HR/LR Committee</p>

Submitted By: Lisa Kamlowsky

Date: November 2013

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

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

2018 - ETHICAL PRACTICES AND WHISTLEBLOWER PROTECTION

It is the policy of the Summit DD to maintain the highest level of professional and ethical standards in the conduct of its business. These standards can only be achieved and sustained through the actions and conduct of all individuals, including Board members, employees, volunteers and interns. Employees must be cognizant of all applicable federal and state laws and regulations that apply to and impact upon the Summit DD's service delivery system, marketing and financial management practices, Human Resources as well as the day to day operations of Summit DD.

It is the policy of the Summit DD to prevent, investigate, detect, report and correct any and all illegal or unethical activities that could be considered fraud, waste or abuse of local, state or federal funds. Individual Board members and employees must refrain from any action that involves using public office for private gain or showing unwarranted preferential treatment to any individual, group or entity. The individual Board member and staff shall in no way use the authority of his/her position of Board membership or employment to solicit or secure the authority for any contract or business relationship from which s/he may derive a personal benefit. It is Summit DD's expectation that all individual members of the Board, management and staff will act in accordance with these standards. Employees must immediately report any suspected or actual violations of applicable laws, regulations, or this Policy by individual members of the Board or any of its employees, **including the following, as outlined in Board procedure:**

(1) a violation of local, state or federal statutes, including, but not limited to, Medicaid fraud per the Deficit Reduction Act of 2005, which the Board could correct, and the employee reasonably believes that the violation is a criminal offense that is likely to cause an imminent risk of physical harm to persons or a hazard to public health or safety, a felony, or an improper solicitation for a contribution;

(2) a violation by a fellow employee of any state or federal statute, any ordinance or regulation of a political subdivision, or any work rule or company policy of the Board, and the employee reasonably believes that the violation is a criminal offense that is likely to cause an imminent risk of physical harm to persons or a hazard to public health or safety, a felony, or an improper solicitation for a contribution;

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD

(3) a violation of Ohio Revised Code Chapters 3704. (Air Pollution Control Act), 3734. (Solid and Hazardous Wastes Act), 6109. (Safe Drinking Water Act), or 6111. (Water Pollution Control) that is a criminal offense;

(4) a violation of state or federal statutes, rules, or regulations that the employee reasonably believes is not a criminal offense, which his/her supervisor or the Superintendent could correct;

(5) the misuse of public resources, which his/her supervisor or the Superintendent could correct; or

(6) a violation of state or federal statutes, rules, or regulations or misuse of public resources that is also a violation of Ohio Revised Code Chapter 102., section 2921.42, or section 2921.43.

The Board, through its designee, shall promptly respond to and investigate all allegations of wrongdoing of Board employees. ~~Neither the Board nor any employee of the Board shall take any disciplinary or retaliatory action against an employee for making a good faith report under this policy or as a result of the employee having made an inquiry or taken any other action to ensure the accuracy of any information reported under this policy. Under no circumstances shall the good faith reporting of possible impropriety serve as a basis for any retaliatory actions to be taken against any employee making the report.~~

MINUTES – combined work session and regular meeting
Wednesday, October 16, 2013

County of Summit Developmental Disabilities Board

MINUTES - draft

Wednesday, October 16, 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, October 16, 2013 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:00 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
Lindsay Bachman, Director of MUI	Maggi Albright, Recording Secretary and others
Drew Williams, Director of SSA	
Carrie Roberts, Director of Community Employment	

I. AKRON MARATHON VIDEO

Andre Travis, a 32 year old man who has severe Cerebral Palsy, had a dream to be part of something athletic and to show that people in wheelchairs can find ways to participate. Andre shared his dream with his health aide, Zeke Petrie, and the two decided to enter the Akron Marathon. The duo is the Marathon's first push-chair partnership in the event's eleven year history making them a test case for the Marathon, as there was previously no division for push-chair teams. Zeke began training for the race and a Facebook page was created. Thousands of people from all over the country have viewed the page. Andre and Zeke competed in the Akron Marathon and finished with a time of 4:53:53. Eric Bailey and Ashley Meinke of the Communications Department documented Andre's experience and filmed him throughout the race, creating a video which was shown at the Board Meeting.

WORK SESSION *(continued)*

I. AKRON MARATHON VIDEO *(continued)*

The video depicts what an important experience this was for Andre. Mr. Armstrong commented that Andre's SSA, Jennings Cross, was instrumental in making this dream a reality for Andre. Mr. Cross assisted in making sure that Andre had the proper type of wheelchair necessary to race. Mr. Armstrong thanked staff for their efforts in helping Andre to realize his dream and thanked Eric and Ashley for their terrific work on the video. Billie Jo David added that a Facebook event was created about the race to engage the community and to post pictures of Andre's progress throughout the race. The Facebook page reached thousands of people in numerous countries such as Ireland, Haiti, Spain and South Africa, just to name a few. Mr. Briggs commented this sends a great message of inclusion and that words could not have said it any better. Ms. David added that Summit DD was a primary force in the community that day.

II. NORTHEAST OHIO NETWORK (NEON) CONTRACT – ADMINISTRATION OF TRANSITIONS DEVELOPMENTAL DISABILITIES WAIVER (TDD)

There are approximately 143 individuals in Summit County on the TDD waiver. TDD services are comparable to current HCBS (Medicaid home and community based services) waiver services (IO, Level 1 and Self) but also include medical/nursing components not currently funded by HCBS waivers. TDD recipients typically have significant medical needs. The Ohio Department of Developmental Disabilities (DODD) pays the local share of waiver match costs for persons currently enrolled on TDD. The request is to approve a contract with NEON to administer the TDD waiver on behalf of Summit DD for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$428,801. Under the contract, NEON would complete assessments related to service plan needs as appropriate, assure the development and maintenance of service plans, coordinate services according to service plans, recommend to Summit DD when changes in services and/or waiver funding may be needed, use a RN to oversee the coordination of these services, 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) and comply with all DODD related rules and regulations. NEON will be reimbursed by Summit DD for up to \$12,000/year for the administration of the waiver; up to \$24,795 for technology fees and tools through the CareStar Enterprise System; and up to \$392,000 for TCM services. NEON will submit 25,323 units of TCM to Summit DD, billable at a rate of \$15.48/unit. DODD will pay Summit DD TCM match of \$117,987 for State year 2014 for TCM match for service coordination. Mr. Briggs asked if the Board contracted with NEON last year for this service. Mr. Armstrong replied that it did and commented that NEON did a great job implementing the contract particularly with some of the State issues. Mrs. Cooper noted this contract was discussed at the October Finance & Facilities Committee and indicated that what makes it such a benefit is the nursing component since the waiver has a health and welfare impact. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

WORK SESSION (continued)

III. NEON CONTRACT – ADMINISTRATION OF QUALITY ASSESSMENT RN, MUI BACK-UP INVESTIGATIONS, PROVIDER COMPLIANCE REVIEWS, PRE-ADMISSION SCREENING AND RESIDENT REVIEW AND ANNUAL DUES

Summit DD contracts with NEON to provide review services on the Board's behalf for quality assessment RN (QARN), MUI back-up investigations and provider compliance reviews. All of these services are required by the Ohio Administrative Code (OAC). The contract also includes the Board's annual dues and a new service area of pre-admission screening and resident reviews (PASR). The request is to approve a two-year contract for the period January 1, 2014 through December 31, 2015 in an amount not to exceed \$242,650, which is \$121,325 per year. The contract amount remains the same as the previous contract period. Contract amounts by service are: QARN approximately \$61,000/year, MUI appropriately \$3,225/year, provider compliance-regular approximately \$18,000, provider compliance-special approximately \$12,000/year, PASR approximately \$23,100/year and annual dues \$4,000/year. The OAC requires persons enrolled on HSBS waivers receiving medication administration by paid staff to have a quality assessment review completed by a registered nurse. Summit DD contracts with NEON to provide this service on its behalf. During the current contract period, a total of 378 reviews were performed from January 1, 2012 through September 1, 2013. The MUI back-up investigations portion of the contract provides for investigations during periods of increased demand. It was not necessary for the Board to utilize this service from NEON in 2013. NEON completes regular and special compliance reviews as determined by Summit DD. A total of 40 reviews have been completed during the current contract period. 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 days of notification of the referral by the Department of Jobs & Family Services. In 2012, Summit DD completed 94 PASRs. This will be a new service added to the NEON contract for 2014/2015. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

IV. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT

Summit DD and Oriana House jointly operate an innovative support alternative option for persons with developmental disabilities who are incarcerated in the Summit County jail. The program is located at the site the Special Housing Adjustment Residential Program (SHARP) is operated and it is tailored for persons with mental health needs who are involved in the criminal justice system. Individuals with disabilities have their own sleeping and service areas than SHARP participants. The program is licensed by the Ohio Department of Rehabilitation & Correction and there is capacity for up to three males and one female at any one time. The program is designed for misdemeanors and class 2, 3, 4 and 5 felonies. Participants must be approved by the courts, Summit DD and Oriana House. Males are served at the Glenwood location and females are served at the Power Street location.

WORK SESSION (continued)

IV. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT (continued)

Individuals are required to participate in daily skills development modules including social, household, budgeting, etc. The process may require individuals to stay in jail for up to 48 hours before they transition into Oriana House. For the contract period October 15, 2012 through September 30, 2013, 337 beds were utilized at a total cost of \$188,628. There were five participants, all male. Charges included attempted abduction, assault, disorderly conduct and telecommunication harassment. Three individuals were arrested (one female, two males) but did not participate because the offenses did not meet program criteria. Thirteen other individuals were arrested but were not incarcerated. Mr. Quade asked if there has been a need to exceed the five bed capacity during the current contract. Ms. George replied the five bed capacity has been sufficient based on need. Mr. Armstrong added that five individuals were served under the current contract and also noted the most violent offenders are not eligible for this program. Mr. Briggs asked if staff have received feedback from the Probation Department. Ms. George replied that positive feedback from the judges has been received, however, staff have not received feedback from the Probation Department. Mr. Briggs suggested staff seek feedback from the Probation Department. Ms. George advised she would follow-up. Mr. Briggs asked what amount was budgeted for this contract in 2014. Mr. Armstrong replied staff would check and provide that information and noted that at the time of the budget process there was not sufficient data to factor in the difference in cost from the current contract to the contract requested for 2014. The renewal contract with Oriana House for the alternative environment program would be for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$156,000. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

V. HATTIE LARLHAM COMMUNITY SERVICES NURSING SERVICES CONTRACT

Nursing services are required for individuals who need g-tube feedings, aerosol treatments, medication administration and other medical treatments. The request is to renew a contract with Hattie Larlham Community Services to provide nursing services to Board-eligible children and adults for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$454,685. The contract amount has been reduced due to the decrease in enrollment in Calico. Mr. Briggs asked if the reduction is based on children moving into community childcare centers. Mr. Armstrong replied that it is. There are approximately 509 adults and 40 children who receive services under this contract. Families and persons served continue to be satisfied with the nursing services received from Hattie Larlham. The contract was put out for bid in 2009, with Hattie Larlham being the most responsive bidder. Over the next year, a needs assessment will be conducted and if it is determined that nursing services for children need to continue past 2014, the contract will go out for bid in accordance with typical Board practices. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

WORK SESSION *(continued)*

VI. NEW POLICY 2032 – UNUSED SICK LEAVE

The request is for the Board to adopt new Policy 2032 – Unused Sick Leave, which would codify the Board's current practices relative to non-bargaining employees' opportunity to convert sick leave to cash on an annual basis and conversion to cash upon retirement. Affected employees are permitted to convert accumulated but unused sick leave to cash on an annual basis at the rate of 50% of its current value. Non-bargaining employees with ten or more years of service at the time of retirement are permitted to convert sick leave to cash at the rate of 50% of its current value. Conversion requirements for bargaining unit employees are contained in applicable collective bargaining agreements. Mr. Briggs asked if staff have reviewed this type of policy from other organizations. Ms. Kamlowsky replied that similar policies have been reviewed from other county DD boards and there is a wide variation in how the policies are applied; some are more restrictive and some pay out different amounts. She noted this proposed policy takes a middle approach. Mr. Quade asked if there are trends in terms of annual conversions relative to the amount of sick time being used since the Board offers sick time so that employees don't come to work sick, particularly those staff who work directly with individuals who may be medically fragile. Mrs. Arshinkoff asked if this policy is for long-term illness. Mr. Armstrong replied the Board has a separate policy that covers disability leave and added that staff earn fifteen sick days per year as public employees. Mr. Quade noted that being able to convert sick time to cash is a benefit to staff and to the Board so the Board doesn't have to carry large amounts of sick time on the books. Mr. Briggs added this policy provides a good balance. The proposed new policy has been recommended for approval by the October HR/LR Committee.

VII. 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 a 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 boards 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 in the amount of \$74,172.44 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. 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. Briggs asked if criteria is being developed to measure the success of this program.

WORK SESSION *(continued)*

VII. BRIDGES TO TRANSITION PROGRAM *(continued)*

Ms. David replied the number of students who graduate and enter work environments is being measured through the Operating Plan so that as more people go through this three-year program, staff should see a favorable trend. Ms. Roberts added that 2014 will be the fourth year of the program and with so many other counties participating in the program, staff should also be able to compare data to further develop measurements. Mr. Payne noted that trends are increasing in a positive direction. 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.

VIII. 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, fourteen 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.

IX. BID AWARD FOR THE PURCHASE OF TWO LIGHT TRANSIT VEHICLES

The Board approved conducting a Request For Proposal (RFP) in August 2013 for the purchase of two light transit vehicles to replace older vehicles. Replacing the older vehicles would decrease maintenance costs and improve operating and customer service practices. Whitworth Bus Sales is a State of Ohio (ODOT) vendor that met all specifications. The request is to award the bid to Whitworth Bus Sales for the purchase of the two light transit vehicles in an amount not to exceed \$128,900.

WORK SESSION *(continued)*

IX. BID AWARD FOR THE PURCHASE OF TWO LIGHT TRANSIT VEHICLES *(continued)*

The new vehicles will have the ability to transport five individuals in wheelchairs on a bus at any given time. There will be seven older, fully depreciated buses traded in to lower overall costs. Vehicle insurance will be reduced by approximately \$3,200/year. This purchase is consistent with the annual Operating Plan strategic initiative for the Transportation Department's vehicle replacement schedule. Delivery, service and warranty will be handled by Myers Equipment Corporation. Funds are available in the budget and the purchase of two light transit vehicles from Whitworth Bus Sales has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

X. SEPTEMBER FINANCIAL STATEMENTS

Deficit spending has been overcome in September. The second half property tax settlement of \$21,493,000 was received. Expenditures reflect \$61,500 remaining balance for the purchase and installation of bus cameras in the area of equipment and \$23,000 for the installation and configuration of an emergency paging system added to the phone system at the Administrative complex. The September fund balance is \$76,232,871. Projects still reflect year-end deficit of approximately \$5 million dollars. The September Financial Statements have been recommended for approval by the October Finance & Facilities Committee.

XI. REVISED POLICY 3012 – TITLE XX

As a requirement of the Fiscal Year 2014 Title XX Grant Agreement, additional language has been added to Policy 3012 – Title XX effectively incorporating the service selection and fee/rate schedules approved by the Ohio Department of Developmental Disabilities (DODD). Revised Policy 3012 – Title XX has been recommended for approval by the October Finance & Facilities Committee.

XII. 2014 EMPLOYEE HEALTH & DENTAL INSURANCE

In 2012, proposals were solicited for 2013 benefits from three national carriers with increases ranging from 8.7% to 12% 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 along with \$100,000 prefunded for wellness activities at Summit DD's discretion. The Insurance Committee met twice and reached consensus to recommend maintaining the current Aetna 500/1000 health plan design for eligible employees in 2014 benefit year. The 2014 rate increase totals 17.1% to include a 14.65% premium increase, which is the cap, and an additional 2.45% attributed to Affordable Care Act fees and implementing a slight plan design enhancement in 2014 that is required by law by January 1, 2015. The Board's 2014 budget for health insurance is \$5,857,054, slightly higher than the 2013 budget.

WORK SESSION *(continued)*

XII. 2014 EMPLOYEE HEALTH & DENTAL INSURANCE *(continued)*

This amount is the result of an approved increase for the health insurance line item offset by the reduction in approved FTEs for 2014. The Board's share in 2014 for single coverage is \$608.22/month, an increase of \$88.82/month. The Board's family plan share is \$1,475.43/month, an increase of \$215.46/month. Employees' 2014 share for single coverage is \$32.01/month, an increase of \$4.67/month and the family coverage is \$248.81/month, an increase of \$36.33/month. Dental rates for 2014 remain the same as in 2013. Funds are within the 2014 budgeted amount and the 2014 employee health and dental insurance has been recommended for approval by the October Insurance, HR/LR and Finance & Facilities Committees.

XIII. DOMESTIC PARTNER HEALTH & WELFARE BENEFITS

In order to create total compensation equity and fairness among employees, it is recommended that the Board offer health and welfare benefits to domestic partners effective January 1, 2014. 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 (i.e., joint mortgage or lease, joint debt or asset, designation of the partner as a beneficiary or durable power of attorney, etc.). Mr. Briggs asked if there are equal assurances relative to the status of married partners. Ms. Kamlowsky replied there are and added there are several additional attestations for domestic partners that are not required of married couples since Ohio doesn't issue licenses for domestic partners. She noted Summit DD's criteria will be similar to that of Summit County and other public entities who offer similar benefits. Summit County Council approved an ordinance extending health insurance benefits to domestic partners and their dependents, along with a number of other publicly funded entities in the State of Ohio including many major cities, the University of Akron, Cuyahoga County and Cuyahoga County Board of DD. Funds are available in the budget and the domestic partner health and welfare benefits have been recommended for approval by the October Insurance, HR/LR and Finance & Facilities Committees.

XIV. REVIEW OF DIRECT SERVICE CONTRACTS

The Ethics Committee reviews direct service contracts to assure ethical standards are not violated when Board employees hold secondary employment with a contract agency. Affidavits of Narquita Thornton and Christine Cain, also employed by Arbor Home Health, Fawn Howard, also employed by White House Behavioral Health, Sarah McCrory, also employed by Hope Homes, Shanita Ruple, also employed by Siffrin, and Jazzmen Walker, also employed by Hattie Larlham, were all reviewed. Each employee has certified that their specific secondary employment situations meet the conditions specified in Ohio Revised Code (ORC) 5126:033. The September Ethics Committee has determined that each direct service contract meets the conditions specified in ORC and recommends that the Board continue to participate in its contracts with Arbor Home Health, White House Behavioral Health, Hope Homes, Siffrin and Hattie Larlham.

WORK SESSION *(continued)*

XV. ENDORSEMENT OF ADM BOARD LEVY

The Summit County Alcohol, Drug Addiction and Mental Health Services Board (ADM Board) is requesting the Summit DD Board's endorsement for Issue 1, its 2.95 mill renewal levy that will be on the November ballot. The 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. The 2.95 mill levy is not a new tax, it is a renewal and will provide 75% of the Agency's operating budget. Mr. Armstrong noted Summit DD has numerous eligible individuals who also receive services from the ADM Board. He recommended that the Board approve the request to endorse the ADM Board's Issue 1. Mr. Briggs asked if the ADM Board endorsed Summit DD's last levy. Mr. Armstrong replied that it did.

The work session adjourned at 5:40 p.m.

BOARD MEETING

The **regular monthly meeting** of the County of Summit Developmental Disabilities Board convened at 5:40 p.m.

I. CAUCUS – BOARD MEMBERS

Relative to the 2014 Board Meeting schedule, Mr. Quade asked that consideration be given to moving the meetings from the third Wednesday of each month to the fourth Thursday of the month. Mr. Briggs asked Board Members and Executive Leadership Team to review their schedules and provide feedback to Maggi Albright for discussion at the November Board Meeting.

II. CAUCUS - SUPERINTENDENT

Mr. Armstrong advised that he presented Summit DD's 2014 budget to the full Social Services Advisory Board (SSAB) today and they will be recommending approval to County Council. He stated that he was requested to meet with the Human Services Committee, chaired by Paula Prentice, this Friday at 8:00 a.m. to review the budget before it goes before County Council for a first read on October 21st.

BOARD MEETING *(continued)*

III. PUBLIC COMMENT

Tom Berry, a parent and Board Member of the Arc of Summit & Portage Counties, commended staff for implementing his requested improvements of the audio system in the Board Room.

He commented that relative to moving the date of monthly Board Meetings, it would be his preference if the meetings remained on the third Wednesday of each month.

Dan Young introduced himself as a Tallmadge resident living in the Whitegate allotment near the Southeast Ave. home where sexual offenders reside that has been discussed at previous Board Meetings. He stated he is present tonight as a reminder that the situation still exists and to get a status update. Mr. Young indicated that DODD staff told him that a plan is being put together to establish new protocol for Summit DD and that it should be on the schedule by the end of October. He stated there are still people living in the Whitegate neighborhood who shouldn't live there and he and other neighbors are still very concerned. He asked if a committee has been formed to address this issue and who chairs the committee. Mr. Armstrong replied that he spoke with Director Martin of DODD and Director Martin advised that the Department is chartering an ad-hoc work group to talk about a placement protocol to ensure proper supervision. Director Martin has allowed Summit DD to participate in this ad-hoc work group so Drew Williams, SSA Director, will be attending the meetings and participating. Mr. Williams stated the group met in September and will be meeting again tomorrow. Mr. Young asked about the timeline of the work group. Mr. Williams replied he is not aware that a deadline has been established. Mr. Armstrong indicated to Mr. Young that some of his questions may be better directed to DODD since Summit DD does not have control over the work group, however, he is very pleased that Mr. Williams is able to participate on that group and Mr. Williams can provide feedback after each meeting. Mr. Young again indicated neighbors' strong desire for the residents of this home to be relocated. Mr. Armstrong replied this is not the intent of the work group and that would violate people's freedom of choice. Mr. Young stated that this comment takes things back to day one. Mr. Armstrong replied the intent was never to figure out how to move people out of the Southeast Ave. home. Mr. Young said the fact that sexual offenders with the histories they have are clustered in one home in a family neighborhood is something the protocol has to address statewide; this is a safety issue and the practice of placing these people into neighborhoods cannot continue. He stated he was hoping the Summit DD Board would take the lead in getting something done to address the protocol. Mr. Armstrong again stated that Director Martin chartered the ad-hoc work group and allowed Summit DD to participate and that he doesn't believe Director Martin committed to State Representative DeVitis that the individuals living at the Southeast Ave. home would be moved. He assured Mr. Young that it is a positive step that Mr. Williams has been permitted to participate in the work group and that regular updates of those meetings would be communicated.

BOARD MEETING (continued)

IV. APPROVAL OF MINUTES

A. SEPTEMBER 17, 2013 (special Board Meeting)

R E S O L U T I O N No. 13-10-01

Mrs. Cooper moved that the Board approve the minutes of the September 17, 2013 special Board Meeting, as presented in attachment #15. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. SEPTEMBER 18, 2013 (work session and regular Board Meeting)

R E S O L U T I O N No. 13-10-02

Mrs. Arshinkoff moved that the Board approve the minutes of the September 18, 2013 work session and regular Board Meeting, as presented in attachment #16. The motion, seconded by Mr. Quade, was unanimously approved.

C. SEPTEMBER 26, 2013 (special Board Meeting)

R E S O L U T I O N No. 13-10-03

Mr. Quade moved that the Board approve the minutes of the September 26, 2013 special Board Meeting, as presented in attachment #17. The motion, seconded by Mrs. Cooper, was unanimously approved.

D. SEPTEMBER 30, 2013 (special Board Meeting)

R E S O L U T I O N No. 13-10-04

Mrs. Ricks moved that the Board approve the minutes of the September 30, 2013 special Board Meeting, as presented in attachment #18. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

BOARD MEETING (continued)

V. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. BRIDGES TO TRANSITION PROGRAM

RESOLUTION No. 13-10-05

Mrs. Wilkinson moved that the Board approve the renewal of a one-year agreement to participate in the Bridges to Transition Program for the period October 1, 2013 through September 30, 2014, in an amount not to exceed Seventy Four Thousand One Hundred Seventy Two Dollars and Forty Four Cents (\$74,172.44), and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mr. Dohnal, was unanimously approved.

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

RESOLUTION No. 13-10-06

Mr. Dohnal moved that the Board approve Summit DD's continued participation in the Summit County Family & Children First Council/Summit County Cluster for Youth Funding Agreement in an amount not to exceed One Hundred Thousand Dollars (\$100,000) for the period January 1, 2014 through December 31, 2014, as presented in attachment #7, and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mrs. Cooper, was unanimously approved.

3. BID AWARD FOR PURCHASE OF TWO LIGHT TRANSIT VEHICLES

RESOLUTION No. 13-10-07

Mrs. Cooper moved that the Board authorize the purchase of two light transit vehicles from Whitworth Bus Sales, Inc. in an amount not to exceed One Hundred Twenty Eight Thousand Nine Hundred Dollars (\$128,900), as presented in attachment #8. The motion, seconded by Mrs. Ricks, was unanimously approved.

BOARD MEETING (continued)

V. BOARD ACTION ITEMS (continued)

A. FINANCE & FACILITIES COMMITTEE (continued)

4. SEPTEMBER FINANCIAL STATEMENTS

R E S O L U T I O N

No. 13-10-08

Mrs. Arshinkoff moved that the Board approve the September Financial Statements, as presented in attachment #9. The motion, seconded by Mr. Quade, was unanimously approved.

5. REVISED POLICY 3012 – TITLE XX

R E S O L U T I O N

No. 13-10-09

Mr. Quade moved that the Board approve revised policy 3012 – Title XX, as presented in attachment #10. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. HR/LR COMMITTEE

1. 2014 EMPLOYEE HEALTH & DENTAL INSURANCE

R E S O L U T I O N

No. 13-10-10

Mrs. Ricks moved that the Board adopt the Insurance Committee recommendations to maintain Aetna's 500/1000 health insurance plan for eligible employees for the 2014 benefit year, as presented in attachment #11. The motion, seconded by Mr. Quade, was unanimously approved.

2. DOMESTIC PARTNER HEALTH & WELFARE BENEFITS

R E S O L U T I O N

No. 13-10-11

Mrs. Wilkinson moved that the Board extend health and welfare benefits to same sex and opposite sex domestic partners and their dependents effective January 1, 2014, as presented in attachment #12. The motion, seconded by Mr. Quade, was unanimously approved.

BOARD MEETING (continued)

V. BOARD ACTION ITEMS (continued)

C. ETHICS COMMITTEE

1. DIRECT SERVICE CONTRACTS

R E S O L U T I O N

No. 13-10-12

Mr. Dohnal moved that whereas the Board's Ethic's Committee has reviewed the affidavits of Board employees Narquita Thornton, Christine Cain, Fawn Howard, Sarah McCrory, Shanita Ruple and Jazzmen Walker and found that the conditions specified in Ohio Revised Code (ORC) 5126:033 have been met;

Therefore be it resolved that the Board adopt the recommendations of the Ethics Committee finding that the conditions specified in ORC 5126:033 have been met and that the Board continue to participate in its contracts with Arbor Home Health, White House Behavioral Health, Hope Homes, Siffrin and Hattie Larlham, as presented in attachment #13. The motion, seconded by Mrs. Ricks, was unanimously approved.

D. OTHER

1. ENDORSEMENT OF ADM BOARD LEVY

R E S O L U T I O N

No. 13-10-13

Mrs. Cooper moved that the County of Summit Developmental Disabilities Board hereby endorses the Alcohol, Drug Addiction & Mental Health Services Issue 1 ballot initiative appearing on the November 2013 ballot, and further authorizes the Superintendent to sign any documents necessary to communicate the endorsement. The motion, seconded by Mr. Quade, was unanimously approved.

VI. SUPERINTENDENT'S REPORT

A. CENSUS

The September 2013 Census was included in packets for review.

B. MUI THIRD QUARTER SUMMARY

There were 385 MUIs investigated during the third quarter, which reflects an increased trend. Performance measures for the third quarter exceed goals with 24 hour conformance at 99% (goal of 97%), timely closure of cases at 100% (goal of 95%) and questions answered timely at 99% (goal of 95%).

BOARD MEETING (continued)

VI. SUPERINTENDENT'S REPORT (continued)

B. MUI THIRD QUARTER SUMMARY (continued)

There were 152 cases referred to either law enforcement or Children's Services Board (CSB) and 115 cases that required law enforcement notification only. In the third quarter, there have been eleven cases where charges were filed, as compared to one case in the second quarter prior, which was prior to contracting with the Sheriff's Dept. and there are 29 open cases, compared to six in the second quarter prior to contracting with the Sheriff's Dept. Two cases have been requested for review by the Abuser Registry. Ms. Bachman introduced Summit County Sheriff Joe Storad who is the full-time law enforcement investigator assigned to work with Summit DD. Mr. Briggs stated that this collaboration is a long-time coming and it is a very important aspect of the duties of the Board to ensure the health and safety of persons served and to protect their rights the same as every other citizen. He thanked Mr. Storad on behalf of the Board for his commitment to the investigative process in making sure no person or no case falls through the cracks.

VII. PRESIDENT'S COMMENTS

Mr. Briggs commented on the outstanding video of Andre Travis competing in the Akron Marathon and added he was sure it touched the hearts of everyone. He noted the impact of the path to inclusion and to breaking down barriers, prejudices and bigotry that individuals with disabilities and others experience because of peoples lack of knowledge. He stated that during the Board Retreat in June he had an epiphany about moving toward inclusion and the Board being the primary force in the community to accomplish this endeavor. The work staff does is certainly rewarding but to know that you are impacting and changing people's lives for the better is the greatest reward. It's not just a job, it's a commitment to life. The Board is very proud of staff's efforts; he thanked staff on behalf of the Board for the great work they do.

VIII. EXECUTIVE SESSION

R E S O L U T I O N

No. 13-10-14

Mrs. Cooper 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 of 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 6:05 p.m.

BOARD MEETING (continued)

The Board entered into Executive Session at 6:10 p.m.

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

IX. ADDITIONAL ACTION ITEMS

A. EMPLOYMENT CONTRACT – HOLLY BRUGH

R E S O L U T I O N No. 13-10-15

Mrs. Cooper moved that the Board approve a contract of employment for Holly Brugh, Director of Children's Services, for the period January 3, 2014 – January 2, 2016. The motion, seconded by Mr. Dohnal, was unanimously approved.

B. EMPLOYMENT CONTRACT – RUSSELL DUPLAIN

R E S O L U T I O N No. 13-10-16

Mrs. Wilkinson moved that the Board approve a contract of employment for Russell DuPlain, Director of Information Technology, for the period January 3, 2014 – January 2, 2016. The motion, seconded by Mr. Dohnal, was unanimously approved.

C. AMENDMENT TO EMPLOYMENT CONTRACT OF THOMAS L. ARMSTRONG

R E S O L U T I O N No. 13-10-17

Mrs. Arshinkoff moved that the Board approve an Amendment to Superintendent Thomas L. Armstrong's employment contract, as outlined in attachment #22. The motion, seconded by Mrs. Cooper, was unanimously approved.

D. EMPLOYMENT CONTRACT – JOHN TRUNK

R E S O L U T I O N No. 13-10-18

Mr. Quade moved that the Board approve a contract of employment with John Trunk for the position of Superintendent, as outlined in attachment #23, for a three (3) year term commencing December 1, 2013 through November 30, 2016. The motion, seconded by Mrs. Cooper, was unanimously approved.

BOARD MEETING (continued)

IX. ADDITIONAL ACTION ITEMS (continued)

E. OPERS PICK-UP FOR JOHN TRUNK

R E S O L U T I O N No. 13-10-19

Mr. Dohnal moved that whereas the Board has entered into a contract with John Trunk for the position of Superintendent pursuant to Board Resolution No. 13-10-18; and

Whereas as term of said contract the Board has agreed to pick-up and pay the employee's statutorily required contribution to the Ohio Public Employees Retirement System (OPERS); and

Whereas the Board has established a qualified plan under Internal Revenue Code Section 414(h)(2) pursuant to Board Resolution No. 09-01-10;

There be it resolved that the Board authorizes the pick-up of the employee's share of the statutorily required contributions to the Public Employees Retirement System of Ohio for Superintendent John Trunk under the fringe benefit method of employer pick-up, and in accordance with Section 414(h)(2) of the Internal Revenue Code. The motion, seconded by Mr. Quade, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:30 p.m.

Jackie Cooper, Secretary

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Operating Plan Results – Third Quarter 2013	Report on the status of 2013 Operating Plan measures	No Board action required	<p>17 of 19 are performing within goal levels. Overall Summit DD scored a 4.6 on a scale of 1 to 5, with a goal of 4.</p> <p>Third Quarter highlights include:</p> <ul style="list-style-type: none"> • 4,115 total persons served, a 2.8% increase from the third quarter of 2012. • There was no waiting list for day and residential services. • Increased Community Partnership for Inclusion sites to 26 sites, exceeding the 2013 goal of 20 sites. This program provides inclusive childcare services for 46 children. • Timely closure of MUI cases continues to be 100%. <p>Areas below goal:</p> <ul style="list-style-type: none"> • # of adults employed in integrated employment: currently 316 adults are employed in community-based, integrated settings, below the goal of 369 adults. In 2014, the Bridges to Transition and a new program to collaborate with Ohioans with Developmental disabilities will increase positive outcomes. In addition, several initiatives are planned to create partnerships with private providers in 2014 to increase community-based, integrated employment outcomes. • Total Medicaid reimbursement to Summit DD for services provided: approximately \$9.5 million received, with a goal of \$11.5 million. Billing is still being processed for the third quarter, that dollar value is expected to increase as additional reimbursements are received.

Submitted By: Billie Jo David

Date: 11/11/2013

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

Pillar Dashboard						
Criteria	Quality Services for Persons Served	Customer Satisfaction	Employee Engagement	Provider Collaboration	Sustainability	Citizenship
Pillar Value	4.7	4	4.7	5	4.3	5.0
Pillar Goal	4	4	4	4	4	4

3rd Quarter Average	Total Possible Value
4.6	5

Pillar of Excellence: Quality Services for Persons Served						
Criteria	Total/Annual Persons Served	Day Program Waiting List	Residential Waiting List	# of adults employed in integrated employment	# of CPI sites	# of children served in CPI sites
2013 Goal	4135	0	0	369	20	25
4th Q Goal	4126	0	0	323	20	25
Performance	4115	0	0	316	26	46
5	4126	0	0	>360	>21	>29
4	4003 to 4125	1 to 30	1 to 30	360 to 323	15 to 20	25 to 28
3	3883 to 4002	31 to 60	31 to 60	322 to 290	10 to 14	21 to 24
2	3767 to 3882	61 to 70	61 to 70	289 to 261	5 to 9	18 to 20
1	<3767	>70	>70	<261	>5	<18
Value	5	5	5	3	5	5

Pillar Value	Total Possible Value
4.7	5

Pillar of Excellence: Customer Satisfaction				
Criteria	Person served satisfaction**	Parent/guardian satisfaction**	Familiarity with services	% of residents that Support Inclusion
2013 Goal	90.50%	90%	39.4%	77.0%
3rd Quarter Goal	N/A	N/A	39.4%	>77%
Performance	N/A	N/A	33.4%	76.9%
5	>3834	0	>34.4%	>77%
4	3722 to 3834	1 to 30	29.4 - 34.3%	74 - 76.9%
3	3610 to 3721	31 to 60	24.4 - 29.3%	71 - 73.9%
2	3502 to 3609	61 to 70	19.4 - 24.3%	68 - 70.9%
1	<3502	>70	>19.3%	<67.9%
Value	N/A	N/A	4	4

** available 4th Quarter

Pillar Value	Total Possible Value
4	5

Pillar of Excellence: Employee Engagement				
Criteria	Employee satisfaction	Voluntary employee turnover ^a	Productivity rate for services staff	Productivity rate for support staff
2013 Goal	73%	0.6%	75%	75%
3rd Quarter Goal	73%	0.6%	75%	75%
Performance	73.9%	N/A	86%	78.9%
5	>73.9%	<0.6%	<75%	<75%
4	70.9% to 73.9%	1% to 0.6%	68% to 75%	68% to 75%
3	68.9% to 70.8%	1.05% to 1.01%	60% to 67%	60% to 67%
2	66.9% to 68.8%	1.10% to 1.06%	52% to 59%	52% to 59%
1	<66.9%	>1.1%	>52%	>52%
Value	4	N/A	5	5

* available 4th quarter

Total Possible Value	
Summit DD Value	4.7
	5

Pillar of Excellence: Provider Collaboration			
Criteria	Provider feedback*	% MUI's reported to DDDP within 24 hrs	Timely Closure of MUI cases
2013 Goal	Baseline	98%	100%
3rd Quarter Goal	N/A	98%	100%
Performance	N/A	99%	100%
5	N/A	>98%	100%
4	N/A	95% to 98%	97% to 99.9%
3	N/A	92% to 94.9%	94% to 96.9%
2	N/A	89% to 91.9%	91% to 93.9%
1	N/A	<89%	<91%
Value	N/A	5	5

* available 4th quarter

Total Possible Value	
Summit DD Value	5
	5

Pillar of Excellence: Sustainability				
Criteria	Administrative costs as a % of total budget	Total Medicaid reimbursement to private providers for services provided	Total Medicaid reimbursement to Summit DD for services provided	% of adult persons served receiving funding from sources other than local tax dollars
2013 Goal	8%	\$60 M	\$15.4 M	85%
3rd Quarter Goal	8%	\$45 M	\$11.5 M	85%
Performance	8.0%	\$45.00	\$9.5 M	86.0%
5	<8%	>45 M	>11.5 M	>85%
4	8.5% to 8%	>=40.5 M	>=10.3 M	80% to 85%
3	9% to 8.4%	>=36.5 M	>=9.3 M	75% to 79.9%
2	9.5% to 8.9%	>=32.8 M	>=8.4 M	70% to 74.9%
1	>9.5%	<29.5 M	<7.5M	<70%
Value	4	5	3	5

Pillar Value	Total Possible Value
4.3	5

Pillar of Excellence: Citizenship		
Criteria	% of staff that contribute to United Way	# of Summit County Organizations supported
2013 Goal	25.0%	24
3rd Quarter Goal	25.0%	20
Performance	25.0%	26
5	>25%	>24
4	20% to 25%	22 to 24
3	15% to 19.9%	19 to 21
2	10% to 14.9%	16 to 18
1	5% to 9.9%	<16
Value	5	5

Total Possible Value	
Summit DD Value	5
	5

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
2014 Operating Plan	Annual plan identifying goals and objectives to achieve in 2014 that align to the 2013 – 2015 Long Range Plan.	Board approve plan	<p>The 2014 Operating Plan provides details how Summit DD will work to build inclusive communities for all. For each Pillar of Excellence identified in the Long Range Plan, the annual operating plan highlights the measures and the initiatives in the coming year to work towards achievement of the Long Range Plan objectives.</p> <p>In 2014, outcomes identified in the dashboard measures of the plan include:</p> <ul style="list-style-type: none"> Increasing the total number of individuals supports by 42 people, for a total of 4,177. Maintaining no waiting lists for services. Transitioning 10 graduates to Community Employment. Partner with an additional 10 private child care center to support children in inclusive community child care. Support an additional 25 kids in inclusive child care center for a total of 50. <p>Highlights of new 2014 Initiatives include:</p> <ul style="list-style-type: none"> Provide support to community programs, such as story time or classes at the local YMCA, to provide inclusive opportunities for children in their communities. Transition all children receiving child care at Summit DD into inclusive child care centers in the community, provide transition support to children age one through five when child care option are not available until appropriate care can be obtained. Identify best practices and supporting data relative to quality of life outcomes to implement an outcomes management system to monitor the ongoing achievement of person-centered outcomes.

Submitted By: Billie David
 For: Superintendent / Assistant Superintendent
x Finance & Facilities Committee
x Services & Supports Committee
x HR/LR Committee
Date: 11/5/2013

TOPIC SUMMARY REPORT

		<ul style="list-style-type: none">• Redesign SummitDD.org using best practice content management practices and engage the community. Ensure that Summit DD brand reflects Agency's vision of the primary force to build inclusive communities.• Implement and Early Retirement Incentive Program and focus recruitment efforts to attract a qualified, diverse staff.• Evaluate Summit DD facilities, both owned and leased, to develop a long-term facilities plan to maximize efficiencies and promote the Agency's vision of community inclusion.• Partner with private providers of adult day services to provide technical support and training to develop and implement integrated community employment.• Convene a stakeholder group to plan for transformational change that builds consensus to make Summit County communities inclusive for all.• Collaborate with Summit County Sheriff's office to train law enforcement detectives and patrol officer about applicable laws, working with individuals supported by Summit DD, and the MUI process. <p>The Public Open House will be held on December 11 and the plan will be reviewed by the Person Served Advocacy Committee (PAC).</p> <p>Recommended for approval by the November HR/LR, Services & Supports and Finance & Facilities Committees.</p>
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Submitted By: Billie David

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

Date: 11/5/2013



2014 Operating Plan - DRAFT

County of Summit Developmental Disabilities Board

2013 – 2015 Long Range Plan

The 2013 - 2015 Long Range Plan establishes the vision, goals, and objectives for the Agency in meeting the needs of individuals served and their families residing in Summit County. The plan is developed by the Board based on input from individuals served, parents/guardians, caregivers, service providers, staff, representatives of community affiliated groups/agencies, and staff.

Each year the plan is in effect, an Annual Operating Plan establishes specific outcomes to be achieved during that year, within Board budget priorities and available resources. The Board monitors the implementation of the Long Range Plan through detailed quarterly reports of the Annual Operating Plan.

Mission: To offer a lifetime of services and supports to eligible individuals and families that enable people with developmental disabilities to work, live, and learn as equal citizens in their communities.

Vision: Summit DD is the primary community force to ensure people with disabilities receive the highest quality of services and supports; that our communities are ones which support and embrace every individual, regardless of disability; and that each eligible person is provided the opportunity to achieve his/her full potential.

Core Values: Person Served First, Customer Service, Diversity, Accountability, Objectivity, and Innovation.

Pillars of Excellence: Quality Services for Persons Served, Customer Satisfaction, Employee Engagement, Provider Collaboration, Sustainability, and Citizenship.

Philosophy: *We envision an agency* where the notion of “persons served” moves **BEYOND** the direct recipients of services to include all community stakeholders who benefit from the Board’s involvement. The work we do positively impacts more than half a million citizens of Summit County.

We envision a community in which persons, regardless of disability status, are supported and embraced by their entire community of family, friends, neighbors, and employers, to the degree that they are truly identified first as members of a community rather than as members of a population of people living with disabilities. The Board has set their sights **BEYOND** “people first”, to “citizens of their community first” where persons are happy as a result of their own accomplishments rather than as a result of the context in which the accomplishments are achieved.

We envision a system in which the Summit DD stands out as transformative in its demonstration of progressive approaches to solve systemic challenges. The notion of excellence is moved **BEYOND** the context of quality of services to the context of system evolution.

Quality Services for Persons Served

This pillar demonstrates how Summit DD improves the quality of life for Persons Served as an administrator of services, a provider of services, and through a partnership with private providers in Summit County. Successful achievement of this pillar means that each individual served receives individualized services driven by choice, are the best fit for the individual, and are fully integrated into the community.

2013 – 2015 Objectives

1. Support Persons Served in the best-fit employment environment. Implement a customized employment process for high school graduates and adults to support all individuals who want to work in in the community.
2. Support an aging population of Persons Served with inclusive adult day programs and volunteer opportunities in the communities where individuals live.
3. Collaborate with and support community-based environments for children, providing opportunities for families to receive early intervention and childcare services in the communities they live. Identify additional supports that families need during transition points.
4. Collaborate with community-based transportation providers to offer on demand transport for Persons Served.
5. Improve and innovate services and programs with the development of advocacy groups and community resources.
6. Implement an outcomes management system that focus on quality of life outcomes for individuals supported by Summit DD.

2014 Key Indicators

Measure	2014 Goal
Total annual Persons Served	4,177
Day Program Waiting List	0
Residential Waiting List	0
% of adult employed in Integrated Employment	TBD
# of graduates that transition successfully to Community Employment	10
# of adults who receive successful job placements as a result of Ohioans with Developmental Disabilities partnership	5
# of Community Partnership for Inclusion (CPI) sites	30
# of children served in CPI sites	50

2014 Initiatives

Create a Path to Community Employment for Graduates Through Bridges to Transition

Bridges to Transition, a Vocational Rehabilitation Public Private Partnership (VRP3) between the Summit DD and the Opportunities for Ohioans with Disabilities (OOD), was created to support job exploration and development for youth during transitional high school years. The program focuses on students' strengths and individual choice. Through collaborative career exploration with local school districts, families, service providers, and employers, Bridges to Transition creates a path to community employment prior to a student's high school graduation. During 2013, the program doubled to support a total of 65 students. In 2014, Summit DD intends increase the number supported by the program in Summit County by 10 percent, to 72 students. To learn more about the Bridges to Transition Program visit Summitddb.com/2013/06/10/bridges-to-transition/.

Increase Inclusive Employment Outcomes through Ohio's Employment First Initiative

In 2013, Summit DD concentrated on training and education regarding Employment First. Summit DD's Community Employment department informed current providers and engaged new providers to help increase community employment outcomes for adults with developmental disabilities. Community employment offers many benefits including, independence, wealth building potential, socialization, improved self-esteem and personal empowerment. Employers and communities can also benefit through more diversified and inclusive workplaces. In 2014, Summit DD will focus on system change and implementation, including policy recommendations for standard on funding that promote and incentivize integrated community employment. Additional information about Ohio's initiative can be found at www.ohioemploymentfirst.org/.

Provide Informed Choice for Adults in Center-Based Services about Community Employment Options

While center-based employment is a good option for some individuals, those who are willing and able to work in a community setting are being educated on community employment options. Exploring community-based options through a discovery process allows individuals to discover interests in their surrounding communities, on their own timeframes, with support from job developers. To assist with making informed choices, Summit DD's center-based services have created additional self-advocacy training opportunities. This self-advocacy training, offered through Summit DD's Speak Up Club, focuses on informed, personal choice, including the benefits of community employment, and enables adults attending day programs to practice self-advocacy. Additionally, two adults will participate in Ohio Self-Determination Association Project STIR training to become peer trainers. These skills can be utilized for training within Summit DD, as well as by other providers throughout Summit County. Visit SummitDD.org/Self-Advocacy for additional ideas to practice or incorporate self-advocacy.

Partner with Area High Schools to Implement Transition Supports and Services

Last year Summit DD assisted more than 60 school age children and families through transitions. The Agency worked with 15 local school districts to provide support or coordinate services for employment and higher education opportunities. Through school age Community Information Sessions, Summit DD was able to provide information and materials to schools and families about available supports. Summit DD will continue to partner with Summit County high schools and the Summit County Educational Service Center to determine transition needs and coordinate employment options for transitioning students and their families. Information about past or future Community Information Sessions can be found at SummitDD.org/PAC.aspx.

Collaboration with Community-Based Senior Services to Support Seniors in Integrated Settings

During 2013, the Agency explored integrated, community-based day program options for older adults with developmental disabilities. Community day program providers for typical seniors were reviewed for potential collaborative opportunities. In 2014, Summit DD will focus on collaboration and education efforts with typical senior day programs to help integrate seniors with developmental disabilities into community programs with their peers.

Expand Support for Community-Based Childcare Providers

As of October 2013, there have been more than 70 referrals to the Community Partnership for Inclusion (CPI) program, which was developed to assist and educate Summit County child care professionals to support children with special needs in day cares in their own communities. Currently 56 children with developmental disabilities receive support from Summit DD in private, inclusive child care centers. There are now 26 centers throughout Summit County trained and actively accepting children supported by Summit DD. Additionally, 475 child care professionals around Summit County have received inclusion training from Summit DD. In 2014, the CPI program will continue to partner with community child care providers, including smaller, in-home providers. Additional plans include extending training and support to short term providers, such as child care centers in grocery stores, on ways to include Board eligible children at their facilities. Discover how the CPI program affected one family at SummitDD.org/Joeys-Story.

Assist Families During Key Transition Points

Adults and children supported by Summit DD, and their families, experience several key transitions during a lifetime of services. An individual's eligibility requirements and the array of services available may change during those transitions. Based on feedback from Summit DD's customers, we improved processes to assist families as they age out of Early Intervention services. Because a child enters their local school district's support system at age three, Eligibility and Support Specialists began making home visits to children at this age. The Specialist now assists families complete eligibility paperwork, assist families navigate the school system, or provide referrals to other community agencies. Data will be gathered in 2014 to help determine necessary supports or identify additional services needed during other key transition points. Meet the people who are helping to bridge the gap at this key transition point Summitddb.com/2013/07/09/bridgingthegap/

Explore Available Options to Collaborate with Community Transportation Providers

As individuals with developmental disabilities become more integrated in their communities, the need for on-demand transportation will also increase. Summit DD and Metro teamed up to find available options that fit the lifestyles of the riders they serve. The two organizations are working together to plan for both short term and long term needs, forecasting and logistics. The Agency will continue to collaborate with Metro as well as explore additional community transportation options, which can deliver the greatest benefit to those supported by Summit DD. Learn more about Summit DD's Community Travel program at <http://www.summitdd.org/Community-Travel>.

Implement Strategies that Include Children in Their Community First (new)

Kids are kids, and Summit DD believes that the best support for children and families are in inclusive environment in their own communities. Whether it's child care, story time, classes at the local YMCA or other family activities, our communities are stronger when they include everyone. In 2014, Summit DD will provide support to community programs, including childcare to ensure that children are supported in an inclusive environment, that are the best-fit for the child and family. Child care options will be provided to families on an individualized basis depending on the specific needs of each child and family, with the goal of transitioning all children receiving childcare at Summit DD into the community. Should community child care options not be available at the level of care needed to support medical needs of children ages 1-5, Summit DD will continue to provide support until appropriate care can be obtained. Summit DD will play an integral role in supporting each center to be as inclusive as possible. In addition, Summit DD will conduct a needs assessment to determine families' challenges to full community involvement. Once challenges are identified Summit DD will implement inclusion strategies to break down barriers so kids can be kids in their own communities. Find out about our inclusive community programs at www.summitdd.org/inclusion-for-kids.

Partner with Help Me Grow to Implement Regional EI Teams (new)

Summit DD and Help Me Grow have teamed up to provide seamless Early Interventions services to more than 400 families in Summit County. Working together with Help Me Grow Service coordinators in regional teams will save families appointments, time and confusion. Teams will consist of families, Help Me Grow Service Coordinator (SC) and a Primary Service Provider (PSP) from Summit DD. The PSP will be selected based on the individual needs of families and could be a Developmental Specialist, Physical Therapist, Occupational Therapist, or Speech-Language Pathologist. The PSP will be able to provide input to the Individual Family Service Plan and will be a

part of the family's team from day one. Find out more about teaming at (insert blog post entry when we have a web-address).

Identify Best Practices to Measure Quality of Life Outcomes (new)

Summit DD will identify best practices and supporting data relative to quality of life outcomes for adults supported by Summit DD. The Agency will use this information to make recommendations to the Board to implement an outcomes management system to assess and evaluate the ongoing achievement of person-centered outcomes.

Develop a Model to Achieve Improved Community Employment Upon Graduation (new)

In addition to Bridges to Transition and providing transition supports to Summit County Schools, Summit DD will develop a model to increase gainful employment for individuals supported by Summit DD prior to graduation. Summit DD will identify collaborative educational and employment partners and create a model using evidence-based practices that includes both employment outcomes and independent living skills.

Customer Satisfaction

This pillar demonstrates Summit DD's commitment to provide supports that meet the needs of all stakeholders to achieve high levels of satisfaction among all customer segments. Successful achievement of this pillar means that satisfaction levels are at benchmark performance for all customer segments and that Persons Served, families, and the community are willing to advocate for the Agency.

Objectives

1. Achieve top quartile performance for National Core Indicators.
2. Increase Agency brand awareness and develop recognition for coordinating services as a top three identified service.
3. Improve public's acceptance of services and expand advocacy for the Agency by raising familiarity of supports provided by Summit DD.
4. Improve communication processes with stakeholders to promote understanding of services available to support the informed choices of persons and families served.

2014 Potential Key Indicators

Measure	2014 Goal
Person Served satisfaction	91%
Parent/Guardian satisfaction	91%
Residents familiarity with Summit DD services	39.4%
Summit County citizen acceptance of inclusion	80%

2014 Initiatives

Redesign SummitDD.org to Increase Community Engagement (new)

Summit DD receives about 3,000 visitors to its website monthly, with an additional 1,000 visitors to Summit DD's blog. In 2014, the Agency plans to increase organic website traffic by redesigning the website using best practice content management practices to deliver clear, concise information to stakeholders. The website update will include input from customers and will transform to a one-stop resource for developmental disability issues in Summit County. Visit www.SummitDD.org later this year to see our transformation.

Expand the Use of Social Media to Engage the Community (new)

Summit DD currently has nearly 5,000 fans on Facebook and 500 followers on Twitter. In 2014, Summit DD will expand its social media efforts, fully utilizing LinkedIn and video sharing platforms consistent with best practices in content marketing. Like us on Facebook at www.facebook.com/SummitDD.

Evaluate Agency Brand Awareness and Implement Tactics to Increase Awareness (new)

Using data collected from Collaborative Polls and focus groups, Summit DD will complete market research to define Summit DD's brand identity. In conjunction with the launch of the newly design SummitDD.org website, Summit DD will launch a brand identity that depicts who the Agency is and what it believes in. Agency publications will be updated to reflect Summit DD's brand.

Partner with Private Providers to Increase Awareness

Summit DD works with more than 200 private providers in Summit County to deliver services to more than 4,000 individuals with developmental disabilities. Most residents identify Summit DD as a provider of service rather than a coordinator of

service. By collaborating with private providers in awareness efforts, the Agency can better position itself in the community as a coordinator of services. In 2014, Summit DD will feature more providers for adult day programs.

Employee Engagement

This pillar demonstrates Summit DD's commitment to attract new employees and foster a highly skilled, innovative, diverse, and committed workforce while providing a positive environment in which to work. Successful achievement of this pillar means high levels of productivity and engagement while accomplishing the Mission and Vision of the Agency.

Objectives

1. Optimize organizational innovation by leveraging current technology and ensuring high system availability and responsiveness.
2. Evaluate training needs and collaborate with established resources to ensure employees have the knowledge and skills to achieve breakthrough results.
3. Achieve employee satisfaction score in top quartile to maintain a positive work environment.
4. Cultivate a diverse staff with best practice inclusion principles.
5. Implement productivity measures for shared services departments.
6. Enhance internal communication that capitalizes on a transparent, open work environment.

2014 Key Indicators

Measure	Goal
Employee Satisfaction	73.9%
Voluntary employee turnover (quits)	0.6%
Productivity rate for person served services staff	75%
Productivity rate for shared services staff	75%
On-time Performance Evaluations	90%

2014 Initiatives

Enhance Disaster Recovery Processes

During an emergency, it is critical that systems remain ready and available and crucial data be protected, which is why Summit DD implemented numerous enhancements to strengthen its infrastructure during 2013. The Agency will continue to implement its information technology plan to the point of full redundancy in accordance with best practices and disaster recovery processes to protect critical data and information.

Increase opportunities for development, learning and advancement

It's imperative in times of significant change and transition to ensure that both managers and employees have the skills and knowledge to excel in their jobs. Summit DD continues to invest in its most valuable resource: its staff. The Staff Development Steering Committee is collaborating to provide an extensive array of professional development opportunities in 2014 to improve technical skills, enhance knowledge of best practices, and introduce staff to cutting-edge concepts to more effectively work in and for the community.

Implement Employee Suggestion Program

Employee suggestion programs provide an opportunity for employees to share their thoughts, ideas, and perspectives. These ideas then benefit employers by creating a positive impact on the work environment, cost saving initiatives, or generating efficiencies. During 2013, Summit DD's Quality Improvement Team developed an employee suggestion program, my iDDea, that formalized the process to submit, evaluate, and follow up on employee suggestions. The initiative will be implemented in the early part of 2014.

Launch Document Management System

Document management systems offer the ability to reduce paper records, increase collaboration, improve security, and increase efficiencies, among other intangible benefits. In 2013, Summit DD mapped out target processes and chose a reputable vendor to implement the system. A pilot of the document management system will be launched in the early part of 2014.

Expand Health and Wellness Plans to Improve Health Outcomes and Reduce Healthcare Costs

Healthy employees are happier employees, and during 2013 half of Summit DD's staff made healthier choices by participating in the Agency's health incentive plan. The wellness incentive was designed by the Agency's LIFE committee, which was established to engage and educate employees in healthier living. The committee intends to expand offerings and increase employee participation in 2014.

Enhance Network and System Security (new)

Network and system security protects information stored on Summit DD's systems. In 2014, Summit DD will continue to enhance its current efforts in security, including security awareness training for employees and testing/evaluation of current practices.

Deliver Timely Information to Staff

In 2013, Summit DD revamped its internal newsletter and converted it to a primarily digital solution, making information timelier and reducing material costs. The Agency also evaluated the effectiveness and utilization of current internal tools such as emails, meetings, and the employee intranet to communicate organizational information during this period. A digital signage solution was determined by a cross functional team to be the most efficient and consistent means of communication across the Agency's numerous locations. Digital signage will allow for text, photos and video clips to be broadcast simultaneously to each location allowing the various staff positions equal access to Agency information. Upon a successful pilot of the program the solution will be implemented agency-wide in 2014.

Update and Implement Orientation and On-Boarding Programs

Summit DD's Human Resources Department, in collaboration with a multidisciplinary employee committee, evaluated and chose a new software system to streamline the previously labor-intensive hiring and onboarding process. Human Resources will work to train users and hiring managers on the new program and workflow during 2014. Additionally, orientation curriculum will be updated in compliance with best practices providing employees with the industry's most current information.

Implement Early Retirement Incentive Program to Support Long Range Plan Goals (new)

In 2014, Summit DD will offer an Early Retirement Incentive Program (ERIP). The ERIP could potentially impact approximately 100 positions. Recruitment efforts will focus on attracting qualified, diverse talent that support the Board's critical functions.

Provider Collaboration

This pillar demonstrates Summit DD's commitment to establish collaborative relationships with providers who are a vital component to the service delivery system. Successful achievement of this pillar means a fully enriched service delivery system that attracts and retains the best providers to Summit County, ensures that quality standards are consistent among all service providers, and that creativity and innovation are encouraged and supported.

Objectives

1. Analyze data from outcomes assessments, share data with providers and other stakeholders, and monitor corrective actions to promote the consistency of quality across all providers.
2. Obtain feedback from providers to improve collaboration.
3. Increase innovation and continuity of services across the service delivery system by promoting collaboration and best practice sharing across the provider community.

2014 Key Indicators

Measure	Goal
Provider feedback data	Baseline
Percentage of MUI's that are reported to DODD within 24 hours of discovery	98%
Timely closure of MUI cases	100%

2014 Initiatives

Engage Private Providers in System-Wide Performance Improvement

Summit DD works with more than 200 providers in Summit County to provide services to more than 4,000 people with developmental disabilities. Summit DD will collaborate with providers to improve system-wide performance by sharing trends and pattern analysis of Major Unusual Incident data, provider compliance data, and Individual Service Plan monitoring results. The Agency will engage providers in problem solving to improve performance.

Partner with Private Providers to Support Inclusive Opportunities for Adults (new)

Develop a partnership with providers of adult day services to provide integrated community employment services and supports. Summit DD will provide technical support and training to providers to develop and implement integrated community employment. Providers will be trained in techniques of effective corporate job development.

Sustainability

This pillar demonstrates Summit DD's ability to remain sustainable throughout changes to our current economic environment through fiscal stewardship, governance, and growth. Successful achievement of this pillar means that Summit DD is sustainable throughout its levy cycle and achieves high levels of stakeholder trust. Efficiencies created by innovation and continuous quality improvement practices are reinvested into Person Served services.

Objectives

1. Maximize revenue received through non-local funding sources
2. Increase operational efficiencies to achieve an ending fund balance of \$32.7 million by the end of 2018.

2014 Key Indicators

Measure	Goal
Administrative costs as a % of total expenses	8%
Total reimbursement to private providers for services provided	\$ 60 M
Total Medicaid reimbursement to Summit DD for services provided	TBD – will be included in Dec
Fund balance	TBD – will be included in Dec
% of adult persons served receiving funding from sources other than local tax dollars	85%

2014 Initiatives

Streamline Cost Reporting Processes

The cost reporting process will be standardized based on data from information system. Detailed definitions and reports, that can be used year-to-year, were developed in 2013. The automated cost reporting process will continue to be developed during 2014.

Develop a Budget Work Group to Determine a Long-Term Financial Plan

In order to achieve the Social Services Advisory Board recommended fund balance of \$32.7 M by the end of 2018, the Summit DD must create approximately \$11.5 M in efficiencies between 2013 – 2018. Summit DD will convene a budget workgroup, develop projections and scenario models to recommend potential efficiencies.

Evaluate Summit DD Facilities (new)

Summit DD will work with Summit County to transition all Summit DD properties to Summit DD. In addition, the Agency will develop a long term facilities plan for all properties owned or leased by Summit DD to maximize efficiencies and promote the Agency's Long Range Plan goals.

Citizenship

This pillar demonstrates Summit DD's commitment to being a good corporate citizen and to meet the needs of the Summit County community by partnering with local, regional, and national organizations that further the Mission of Summit DD. Successful achievement of this pillar means Summit DD and its staff are visible members of Summit County and the Agency supports organizations that are aligned to its Mission.

Objectives

1. Ensure all persons served can exercise their right to vote and fully participate in their communities.
2. Maintain connectivity with the diverse population of Summit County to ensure that all eligible individuals have access to Summit DD services.
3. Link individuals not eligible for Summit DD services to the appropriate community supports.
4. Support key communities in Summit County with sponsorships, volunteerism, and participation.

2014 Key Indicators

Measure	Goal
% of staff who contribute to charitable organizations through United Way	25%
Organizations Supported through Sponsorships	30

2014 Initiatives

Implement Tracking System for Voter Registration

Summit DD has implemented several outreach efforts in from 2011 - 2013 to ensure that people with developmental disabilities can fully participate in their communities by exercising their right to vote. The Board will continue to automate that process in 2014 by identifying needs at the annual team meeting and following up to ensure that individuals have the ability to exercise their right to vote, if they desire.

Engage Cultural Communities in Summit County

Summit DD has successfully implemented several efforts to increase awareness and our presence in various cultural communities of Summit County. The Board has successfully completed the eligibility process for individuals with developmental disabilities in these communities that may not have been reached before. The Board will continue to engage these cultural communities, deliver services according to an individual's cultural needs and preferences, and develop marketing materials and outreach efforts specific to community needs.

Support Key Communities through Sponsorship and Volunteerism

Summit County voters show their support for the Agency through their passage of the levy every six years. Because Summit County communities offer a tremendous amount of support for the Summit DD, the Agency and its employees want to give back to the community through volunteerism and sponsorship. In 2013, Summit DD developed an objective, evaluation criteria method for organizations requesting sponsorship dollars. Through this process, the Agency will continue to find and support its communities through sponsorship opportunities and employee volunteerism.

Track Volunteer Efforts of Summit DD Employees

Summit DD employees give their time generously to many communities within Summit County through United Way and several other community organizations. In 2014, the Agency will develop a tracking system to capture the hours and types of organizations are supported through volunteerism.

Develop Education Program for Elected Officials

Summit DD developed an overview brochure for the general public and families that outlines the timeline of supports offered by Summit DD. Education materials and a speaker's bureau will be developed to increase awareness and understanding of the services provided by the Agency to elected officials and other community leaders. A more comprehensive understanding of the issues impacting individuals with developmental disabilities will help elected officials better advocate for inclusion. Discover a lifetime of support at Summitdd.org/lifetime.

Provide Educational Opportunities that Support Inclusion (new)

Summit DD believes that our schools, workplaces and communities are better when they include everyone. To support the Agency's mission and vision, Summit DD will provide education and outreach in collaboration with other counties, providers, and school districts on areas of employment leadership, quality of life, corporate job development, national trends, best practices on integrated employments, employers perspectives and benefit programs.

Convene a Stakeholder Group to Plan for Transformational Change (new)

The Developmental Disabilities field is on the precipice of transformational change that will increase opportunities for full community inclusion for individuals that Summit DD supports. To prepare for that change, Summit DD will convene a work group of key community stakeholders who will provide the Board recommendations that will shape future policy on inclusion for adults and children with developmental disabilities. The committee will also make recommendations on Summit DD's role as a service provider.

Collaborate with Local Law Enforcement Officials (new)

Summit DD's core competency is the protection of each individual's health, safety, and welfare. The Agency entered into a collaborative agreement with the Summit County Sheriff's office to conduct investigations against those who perpetrate crimes against individuals supported by Summit DD. In 2014, the Agency's Major Unusual Incident (MUI) department will collaborate with Summit County Sheriff's office to train law enforcement detectives and patrol officers on applicable laws, working with individuals with developmental disabilities, and the MUI process.

Insert table of organization

Explanation of services

Service and Support

Service and Support Administration is available to individuals eligible for service age three and older at no cost. Summit DD SSA's assist persons served and families through the eligibility process, evaluate individual needs for services, implement an ongoing system of individual service plan development, continuous review and revision that assures person centered planning, supports community inclusion and self-advocacy activities, and ensures that health and welfare of individuals we support. Discover SSA services at SummitDD.org/SSA.

Children's Services

The Early Intervention Community-Based Program provides services and supports designed for the needs of families of infants and toddlers birth through age two who have developmental disabilities/delays. Early Intervention services are delivered using a teaming model which includes a Help Me Grow Service coordinator and one of the following professionals who will serve as the Primary Care Professional, based on individual needs of the family; Developmental Specialist, Speech and Language Pathologist, and OT/PT. Discover Early Intervention at SummitDD.org/EI.

Summit DD offers support to ensure that families receive child care that is the best fit for their child and family. The Community Partnership for Inclusion program supports privately operated child care centers in Summit County, providing greater access to quality childcare for children with disabilities in the communities where they live. Summit DD's certified Inclusion Managers and assistants provide training and support to childcare centers, including enhancing learning environments,

inclusion strategies, developing play skills, and working with specific behaviors. They also assist on how to collaborate with families and professionals in any community-based setting when working with a child with special needs. Discover child care supports at SummitDD.org/Childcare

Adult Services – Center-Based

Summit DD provides Vocational Habilitation and/or Adult Day Supports through private providers and its own center-based programs. Summit DD currently operates several small, community-based centers throughout Summit County and focuses on teaching self-advocacy. Discover self-advocacy at SummitDD.org/self-advocacy.

Adult Services – Community-Based

Summit DD supports a variety of vocational and training and strategies that support individuals in inclusive employment environments. Supports are offered through Summit DD or through several private providers. Discover community employment at SummitDD.org/community-employment.

Enclave supports are available to individuals working in group settings in the community. Summit DD staff members remain on-site and offer training and supports needed to maintain employment.

If an individual is interested in working in the competitive job market, staff members are available to assist with locating employment opportunities in the community, learning the jobs, and maintaining long-term employment. The Agency partners with over 100 employers.

Through the Microenterprise Program Summit DD offers supports to individuals who are interested in becoming entrepreneurs by assisting with developing a business plan and providing start-up funds.

Summit DD also operates Dream Out Loud Studio, an art studio located in Ellet, which provides artists with developmental disabilities a space and materials to create individual and group works of art. Artwork is sold at the Gift Gallery retail stores.

Residential Services

Residential Services include Homemaker/Personal Care (HPC) services provided to increase the independence of the individual within his/her home or community. These tasks include assisting the individual with activities of daily living, personal hygiene, dressing, feeding, transfer and ambulatory needs, skill development, and homemaking tasks such as cooking, cleaning, laundry, and shopping. Individuals may receive residential services while living independently, living at home with a family caregiver, foster care, or in a congregate setting where they receive staff assistance. Residential

supports also include respite services and Intermediate Care Facilities for individuals with developmental disabilities.

Transportation

Summit DD provides transportation services to Center-Based and Community Employment sites through private providers and Board operated transportation. Transportation to community-based recreation and leisure are typically provided through the individual's residential supports.

Community Travel services are offered as a way to prepare individuals with developmental disabilities to access the community through public transportation.

Major Unusual Incidents (MUI)

Responsibilities include the investigation, reporting, follow-up, and facilitation of remediation and prevention strategies per Ohio Department of Developmental Disabilities standards for all Major Unusual Incidents reported to the County Board. The MUI staff works closely with Law Enforcement agencies when crimes are committed against individuals with disabilities.

Discover a lifetime of services at
www.summitdd.org/lifetime

Who to contact

If you have any questions or concerns regarding this Plan or any of the identified service areas, please feel free to contact the appropriate individual as identified below:

<u>Service Area</u>	<u>Who To Contact</u>	<u>Phone</u>
Administration	John Trunk, Superintendent	330-634-8080
	Lisa Kamlowksy, Assistant Superintendent	330-634-8090
	Maggi Albright, Executive Admin. Assistant to the Superintendent	330-634-8082
Adult Services	Jean Fish, Director of Adult Services - Center-Based	330-634-8111
	Carrie Roberts, Director of Community Employment	330-634-8193
Board Services & Supports	Bill Payne, Sr. Director of Board Services & Supports	330-634-8060
Children's Services	Holly Brugh, Director Children Services	330-634-8514
Facilities	Tom Jacobs, Director of Operations	330-634-8722
Fiscal	Mira Pozna, Director of Fiscal	330-634-8833
Information Technology	Russell DuPlain, Director of Information Technology	330-634-8830
Human Resources and Labor Relations	Lynn Sargi, Director of Human Resources	330-634-8049
	Joseph Eck, Director of Labor Relations	330-634-8023
Major Unusual Incidents	Lindsay Bachman, Director of MUI	330-634-8822
Public Relations	Billie Jo David, Director Communications & Quality	330-634-8073
Services & Support	Jerilyn George, Senior Director of Service and Support Administration and Medicaid Services	330-634-8959
	Drew Williams, Director of Service and Support Administration	330-634-8932
Transportation	Eldridge Black, Director of Transportation	330-634-8858

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

2014 BOARD MEETING SCHEDULE Combined Work Sessions and Regular Monthly Meetings

Board Meetings will be held the on the fourth Thursday of each month at 5:00 p.m., unless otherwise noted (*).
Board Meetings are held in the Administrative Board Room located at 89 East Howe Road, Tallmadge, Ohio 44278

January 23rd
February 27th
March 27th
April 24th
May 29th (*)
June - ***NO MEETING***
July 24th
August 28th
September 25th
October 23rd
November 20th (*)
December 18th (*)

January 22, 2015

Please note that meeting dates, locations, or times are subject to change, and may be confirmed by calling 330-634-8082.