

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

AGENDA

Wednesday, December 18, 2013
Administrative Board Room
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. COUNTY OF SUMMIT DEPARTMENT OF JOB AND FAMILY SERVICES (DJFS) CONTRACT RENEWAL

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- II. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY
- III. SUCCESS4KIDZ CONTRACT AMENDMENT
- IV. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE
- V. METRO REGIONAL TRANSIT AUTHORITY COLLABORATIVE AGREEMENT
- VI. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT
- VII. PRIMARY SOLUTIONS CONTRACT
- VIII. IDATA TECHNOLOGIES CONTRACT
- IX. 2014 DRAFT OPERATING PLAN
- X. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- XI. NOVEMBER FINANCIAL STATEMENTS
- XII. REVISED POLICY 1106 – REGULAR AND SPECIAL BOARD MEETINGS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. NOVEMBER 20, 2013 (work session and regular Board Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY
 - 2. SUCCESS4KIDZ CONTRACT AMENDMENT
 - 3. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE
 - 4. METRO REGIONAL TRANSIT AUTHORITY COLLABORATIVE AGREEMENT
 - 5. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT
 - 6. PRIMARY SOLUTIONS CONTRACT
 - 7. iDATA TECHNOLOGIES CONTRACT
 - 8. NOVEMBER FINANCIAL STATEMENTS
 - B. SERVICES & SUPPORTS COMMITTEE
 - 1. 2014 DRAFT OPERATING PLAN
 - 2. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES
 - C. OTHER
 - 1. REVISED POLICY 1106 – REGULAR AND SPECIAL BOARD MEETINGS

BOARD MEETING *(continued)*

VII. SUPERINTENDENT'S REPORT

A. DODD ACCREDITATION REVIEW UPDATE

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. APPOINTMENT OF DAVE DOHNAL TO OACB BOARD OF TRUSTEES

IX. EXECUTIVE SESSION

X. ADJOURN

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

| TOPIC | ISSUE/CONCERN | RECOMMENDATION | SUPPORTING DATA FOR RECOMMENDATION |
|-------------------------|--|---|---|
| DJFS On Site Assistance | Renewal of contract for DJFS staff to work at Summit DD locations. | Approval of DJFS On Site Assistance contract effective January 01 – December 31, 2014 Not to exceed \$65,000 | <p>Service Area: SSA & Medicaid Services # of Individuals Currently Served: All Medicaid Enrollees Total Cost: \$65,000 Amount of Increase/Decrease: 0</p> <p>This contract collaboration is between the Summit DD and Summit County Department of Jobs & Family Services (DJFS).</p> <p>Summit DD receives on site assistance from a DJFS case worker who maintains an office at 89 East Howe Road in Tallmadge. The case worker provides assistance with Medicaid enrollment, Medicaid Waivers, Healthy Start, and Food Assistance Programs. Persons served and families are able to work with the DJFS staff without going to the downtown Akron offices. Other Summit DD offices may be available for DJFS caseworkers as well.</p> <p>The advantage of this arrangement allows for one case worker to address special issues and barriers that delay Medicaid enrollment.</p> <p>This contract was in place during 2013 but did not require board action.</p> <p>Reimbursement will be made to DJFS on a monthly basis for \$5,417.00, not to exceed \$65,000 annually.</p> |

Submitted By: Jerilyn GeorgeDate: December 2013

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

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

AGREEMENT
BETWEEN
COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
(FY 2014)

This Agreement entered into by and between the County of Summit Ohio ("County") on behalf of the County of Summit Department of Job and Family Services (CSDJFS), having its principal place of business located at 47 N. Main Street, Akron, Ohio 44308 and County of Summit Developmental Disabilities Board (Summit DD) having its principal place of business located at 89 East Howe Road, Tallmadge, Ohio 44278 (Provider).

WHEREAS, Provider desires on-site assistance with the application process for the Medicaid, Medicaid Waiver, Healthy Start and Food Assistance Programs for the Provider's patrons residing in Summit County; and

WHEREAS, Provider desires to engage the services of CSDJFS experienced Case Managers to utilize the CSDJFS computer system.

WHEREFORE, in consideration of mutual and valuable benefits exchanged, the undersigned parties do hereby agree as follows:

1. Provider will engage the services of one (1) FTE CSDJFS Case Manager. This Agreement shall be in effect for one (1) year commencing on January 1, 2014, and ending on December 31, 2014. CSDJFS and Provider shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.
2. Provider's worksites located at 89 East Howe Road, Tallmadge, Ohio 44278 and 636 West Exchange Street, Akron, Ohio 44302 will utilize the Case Manager forty (40) hours per week on a shared schedule to be agreed upon by both parties. The case Manager will work one hundred percent (100%) of the part-time schedule processing Medicaid, Medicaid Waiver, Healthy Start and Food Assistance applications.
3. Provider shall appoint a contact person for the Case Manager(s). Any and all communication regarding the Case Manager's work performance shall be through the Case Manager's chain of command through CSDJFS' Family Support Services Division.
4. The Case Manager(s) shall continue to be responsible for their responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.
5. The Case Manager's vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated by the CSDJFS Family Support Services Division.

6. If the assigned Case Manager is unable to report to work for a period longer than fourteen (14) days for any reason other than vacation, then the CSDJFS will provide a substitute Case Manager to Provider within a reasonable period of time. If a replacement Case Manager is not provided by CSDJFS within a reasonable period of time, then Provider shall not be responsible for payment for the period that no one is available.
7. CSDJFS will provide, maintain and assure that the Case Manager has a laptop computer with CRIS-E software for the purpose of application processing and case maintenance, and a printer.
8. Provider will provide private office space, office furniture, locking file cabinets, a telephone and a copier for the Case Manager at its sites.

9. Compensation and Payment.

- A. CSDJFS will be responsible for Virtual Private Network (VPN) Box installation and maintenance costs and Provider will maintain reliable broadband internet connection services, and be responsible for all costs related to such for the term of the Agreement, to enable internet connection at Provider's worksite with Ohio Department of Job and Family Services (ODJFS) CRIS-E software for the purpose of application processing and case maintenance.
- B. Provider will be responsible for Case Manager's salary, including benefits, in an amount not to exceed Sixty-Five Thousand Dollars and 00/100 (\$65,000.00). The reimbursement provided to CSDJFS shall be on a monthly basis.
- C. Reimbursement amounts are subject to change depending on, but not limited to, the following list of possible employment status changes:
 - Employee termination
 - Employee promotion
 - Annual cost of living increases
 - Bargaining Unit Agreement contractual obligations/terms (example, step increases)
 - Increases or decreases in the cost of employment benefit plans

Furthermore, Provider acknowledges such employment status changes can occur at anytime during the term of this Agreement. Provider shall be responsible for any change in benefits and/or wages upon notification by CSDJFS of such changes. CSDJFS shall notify Provider before the effective date of any increases for the Case Manager.

Invoices shall be submitted to Provider on a monthly basis by CSDJFS with a delineation of the compensation paid by CSDJFS to the Case Manager.

Provider shall reimburse CSDJFS within thirty (30) days of receipt of the invoices.

In the event the Case Manager is terminated, CSDJFS shall replace such Employee as soon as it is economically practicable.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to be or create a joint venture or partnership between Provider and CSDJFS. The relationship of Provider to CSDJFS under this Agreement is that of independent Contractor.

11. Responsibility for Audit Exceptions. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.

A. Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Agreement period. Provider agrees to a special audit of expenditures if requested by the Director of the Department of Job and Family Services on the basis of evidence of misuse or improper accounting of funds.

12. Equal Opportunity Employment/Non-Discrimination.

A. *Non-discrimination in performance.* Provider shall not discriminate against any employee or applicant for employment in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. The Provider shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Agreement. Any Provider found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Agreement.

B. *EEO Employer.* The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.

C. *Non-discrimination in Employment.* In carrying out this Agreement, Provider will not discriminate against any employee or applicant for employment by reason of race, handicap, color, religion, sex, age or national origin, disability, or any other

factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs.

- D. Posting.* Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Provider will incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and will require all of its subcontractors for any part of such work to incorporate said requirements in all subcontracts for such work.

13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Provider hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Provider. Provider also acknowledges HIPAA requires that all entities subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Provider warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care providers and health care clearinghouses. Finally, Provider recognizes the following provisions of HIPAA, as amended by the ARRA, apply:

- A. Provider is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Provider.
 - B. Provider is subject to periodic compliance audits with regard to HIPAA compliance.
 - C. Provider is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
 - D. Provider is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
 - E. Provider must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
 - F. Provider can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.
14. Conflict of Interest. Any officer, employee, or agent of Provider or of County or the County of Summit Department of Job and Family Services who exercises any function or responsibilities in connection with the planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
15. Lobbying Prohibition. Provider certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of Provider to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
16. Assignment. Neither party shall assign its rights or delegate its duties herein without prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
17. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.
18. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

County of Summit
Director, Department of Law
175 South Main Street
Akron, Ohio 44308

County of Summit Developmental
Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278

19. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.
20. Waiver. If Provider fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.
21. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
22. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
23. Insurance. Provider will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.
24. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
25. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Provider is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS further expressly represents that its Case Managers assigned to Provider have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Provider, it will notify Provider immediately."

26. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified, except in writing signed by both parties. In the event that any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not effect the validity of other provisions in the Agreement and shall be severable.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed.

COUNTY OF SUMMIT DEVELOPMENTAL
DISABILITIES BOARD

By: _____

Its: _____
Title Date

Approved as to form:

Anita L. Davis Date
CSDJFS Legal Counsel

DEPARTMENT OF JOB AND FAMILY
SERVICES

Patricia L. Divoky Date
Director

Approved as to form:

Deborah S. Matz, Director Date
Department of Law

COUNTY OF SUMMIT, OHIO

Russell M. Pry Date
EXECUTIVE

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:</i> Adult Services <i># of Individuals Currently Served:</i> 49 <i>Additional # of Individuals Served:</i> N/S <i>Total Cost:</i> N/S <i>Amount of Increase/Decrease:</i> N/S</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> |

Attachment #2

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

For: _____ Superintendent / Assistant Superintendent

_____ ☒ Finance & Facilities Committee_____ ☒ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee

Date: November 2012

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

_____ ☒ Finance & Facilities Committee

_____ ☒ 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>Service Area: Community Employment/Transportation</p> <p># of Individuals Currently Served: 5</p> <p>Total Cost: \$52,942.40</p> <p>Amount of Increase: \$1,299.20</p> <p>Satisfaction: 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> |
|--|--|--|---|

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 FIFTY TWO THOUSAND NINE HUNDRED FOURTY TWO DOLLARS AND 40/100 (\$52,942.40.00) and is limited to the Summit DD'S 2014 appropriation.
- 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, 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: 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 Collaborative 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> <hr/> <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 |

Attachment #5

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> |
|--|--|--|

Submitted By: Eldridge Black/Maureen Schroder

Date: November 7, 2013

☒ Finance & Facilities Committee
☒ 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 WWSA. 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> |

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 #7

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.

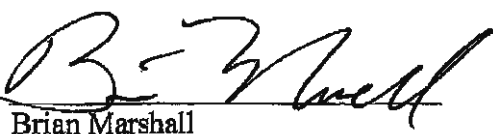
If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

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

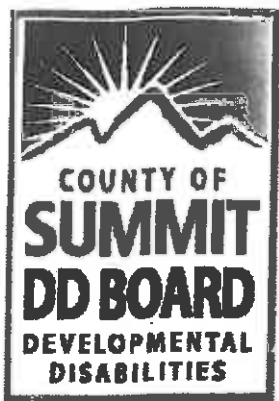
| Topic | Issue/Concern | Recommendation | Supporting Data for Recommendation |
|--|---|--|--|
| Allocation of resources for development projects in 2014 | Completion of web based projects to improve outcomes for individuals served | The Board approve the request to enter into contract with iData Technologies 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

Attachment #8

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.

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

County of Summit Board of Developmental Disabilities
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> |
|--|--|--|

Submitted By: Billie David

Date: 11/5/2013

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



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, 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 people 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 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 individuals 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 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 child care 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 individuals.
5. Improve and innovate services and programs with the development of advocacy groups and community resources.
6. Implement an outcomes management system that focuses 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 adults employed in integrated employment | TBD |
| # of graduates who transition successfully to community employment | 10 |
| # of adults who receive successful job placements as a result of Opportunities for Ohioans with Disabilities (OOD) 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

Support job exploration and development for youth during transitional high school years. Collaborate with local school districts, families, service providers, and employers, to create a path to community employment prior to a student's high school graduation.

Increase Inclusive Employment Outcomes through Ohio's Employment First Initiative

In 2013, Summit DD concentrated on Employment First training and education. The benefits of community employment include 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, including policy recommendations for standards 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 the community 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. 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 Child Care Providers

More than 40 children receive childcare in a community-based integrated setting as a result of the Community Partnership for Inclusion (CPI) program, which was developed to assist and educate Summit County early childhood professionals to support children with special needs. There are now 26 child care centers throughout Summit County trained and actively accepting children supported by Summit DD and nearly 500 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 all community resources, such as child care centers in grocery stores, to include

children with special needs 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. We will collect data 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 SummitDDblog.com/2013/07/09/BridgingTheGap/.

Explore Available Options to Collaborate with Community Transportation Providers

As communities become more inclusive, the need for on-demand transportation also increases. Summit DD and Metro teamed up to find available options that fit the lifestyles of the riders they serve. We are working together to plan for both short-term and long-term needs, forecasting and logistics. We will continue to collaborate with Metro as well as explore additional community transportation options, which can deliver the greatest benefit to those we support. Learn more about Summit DD's Community Travel program at SummitDD.org/Community-Travel.

Implement Strategies that Include Children in Their Community First

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 to ensure that children are supported in an inclusive environment that are the best-fit for the child and family. Child care support will be provided to families on an individualized basis with the goal of transitioning all children currently receiving child care 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 one through five, Summit DD will continue to provide support until appropriate care can be obtained. Summit DD will conduct a needs assessment to determine families' challenges to full community involvement and 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/community-partnership-for-inclusion.

Partner with Help Me Grow to Implement Regional EI Teams

Summit DD and Help Me Grow have teamed up to provide seamless Early Intervention 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, a 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 SummitDDblog.com and search for Help Me Grow.

Identify Best Practices to Measure Quality of Life Outcomes

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

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 individuals, 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

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 into a one-stop resource for developmental disability issues in Summit County. Visit 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 [Facebook.com/SummitDD](https://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. Summit DD will implement the initiative early 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. We will launch a pilot of the document management system 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

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. A cross-functional team also determined digital signage is 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 Onboarding 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 train users and hiring managers on the new program and workflow during 2014. Additionally, we will update orientation curriculum 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

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

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, including 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. Reinvest efficiencies created by innovation and continuous quality improvement practices into the individual.

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 |
| Fund balance | \$54.7 M |
| % of adult persons served receiving funding from sources other than local tax dollars | 85% |

2014 Initiatives

Streamline Cost Reporting Processes

Standardize the cost reporting process based on data from information systems. 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, Summit DD must create approximately \$11.5 M in efficiencies between 2013 and 2018. Summit DD will convene a budget work group to develop projections and scenario models, which will identify potential efficiencies.

Evaluate Summit DD Facilities

Summit DD will work with Summit County to transition ownership of all Summit DD properties from the County 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 by collaborating 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 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 supports.
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. We 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 Agency has successfully completed the eligibility process for individuals with developmental disabilities in communities that may not have heard about us before. We 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 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 supported through volunteerism.

Develop Education Program for Elected Officials

Summit DD developed an overview brochure for the community and families that outlines the timeline of supports. 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.

Provide Educational Opportunities that Support Inclusion

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

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

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 ages three and older at no cost. Summit DD SSAs 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 ensures 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 Service Provider, 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 child care for children with disabilities in the communities where they live. Summit DD's certified Inclusion Managers and Assistants provide training and support to child care 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 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.

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 Gift Gallery in Ellet and at several public offices throughout the county, such as Stow City Hall.

Residential Services

Residential Services include Homemaker/Personal Care (HPC) services provided to increase 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 day programs through private providers and Summit DD-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.

Investigative Services

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 (MUI) reported to the Agency. The MUI staff works closely with law enforcement agencies when crimes are committed against individuals with disabilities.

Discover a lifetime of services at
SummitDD.org

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, Senior Director of Board Services & Supports | 330-634-8060 |
| Children's Services | Holly Brugh, Director Children's 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 | 330-634-8959 |
| Transportation | Eldridge Black, Director of Transportation | 330-634-8858 |

TOPIC SUMMARY REPORT

| TOPIC | ISSUE/CONCERN | RECOMMENDATION | SUPPORTING DATA FOR RECOMMENDATION |
|---|------------------|-----------------------------|---|
| Revision to Policy 4030 - Capacity for Centered Based Adult Services. | Policy Revisions | Approval of revised Policy. | <p>Policy 4030 - Capacity for Centered Based Adult Services 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 have declined in the past few years. The policy still establishes capacities for each program site.</p> <p>Board staff met with representatives from the Arc to review the proposed changes and to clarify that the Board remains committed to ensuring smaller community based Adult Services centers.</p> <p>Recommended for approval by the November Services & Supports Committee.</p> |

Attachment #10

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.

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

| | 11/30/2013 | | | | 11/30/2012 | | | |
|--------------------------------------|--------------------------|-----------------------|-------------------------------|------------------------------|--------------------------|-----------------------|-------------------------------|------------------------------|
| | 2013 ANNUAL BUDGET | 2013 YTD ACTUAL | YTD \$ BUDGET REMAINING | YTD % BUDGET REMAINING | 2012 ANNUAL BUDGET | 2012 YTD ACTUAL | YTD \$ BUDGET REMAINING | YTD % BUDGET REMAINING |
| OPERATING REVENUE | | | | | | | | |
| PROPERTY TAXES | \$ 50,513,674 | \$ 50,007,914 | \$ 505,760 | 1.0% 2 | \$ 50,961,305 | \$ 49,626,366 | \$ 1,334,939 | 2.6% |
| PERSONAL PROPERTY REIMB | 533,981 | 76,283 | 457,698 | 85.7% | 918,042 | 230,785 | 687,257 | 74.9% |
| REIMBURSEMENTS | 15,092,545 | 14,185,126 | 907,419 | 6.0% | 15,448,172 | 16,366,786 | (918,614) | -5.9% |
| GRANTS | 695,200 | 444,275 | 250,925 | 36.1% | 384,000 | 429,773 | (45,773) | -11.9% |
| CONTRACT SERVICES | 513,000 | 361,049 | 151,951 | 29.6% | 250,000 | 354,392 | (104,392) | -41.8% |
| REFUNDS | - | 2,866 | (2,866) | 0.0% | - | 39,074 | (39,074) | 0.0% |
| OTHER RECEIPTS | 346,000 | 350,794 | (4,794) | -1.4% | 327,000 | 409,367 | (82,367) | -25.2% |
| SALES | 15,000 | 12,690 | 2,310 | 15.4% | - | 12,897 | (12,897) | 0.0% |
| TOTAL REVENUE | \$ 67,709,400 | \$ 65,440,997 | \$ 2,268,403 | 3.4% | \$ 68,288,519 | \$ 67,469,440 | \$ 819,079 | 1.2% |
| OPERATING EXPENDITURES | | | | | | | | |
| SALARIES | 26,418,340 | 22,194,409 | 4,223,931 | 16.0% | 26,072,780 | 22,998,329 | 3,074,451 | 11.8% |
| EMPLOYEE BENEFITS | 10,417,561 | 9,271,827 | 1,145,734 | 11.0% | 11,220,439 | 9,287,996 | 1,932,443 | 17.2% |
| SUPPLIES | 1,304,331 | 1,456,854 | (152,523) | -11.7% 3 | 1,875,184 | 1,312,257 | 562,927 | 30.0% |
| TRAVEL | 412,148 | 308,973 | 103,175 | 25.0% | 353,962 | 315,341 | 38,621 | 10.9% |
| CONTRACT SERVICES | 31,431,271 1 | 26,395,097 | 5,036,174 | 16.0% 4 | 28,848,471 | 29,682,143 | (833,672) | -2.9% |
| UTILITIES | 582,750 1 | 527,660 | 55,090 | 9.5% | 898,000 | 507,344 | 390,656 | 43.5% |
| RENTALS | 826,450 | 808,655 | 17,795 | 2.2% | 955,010 | 819,378 | 135,632 | 14.2% |
| ADVERTISING | 165,500 | 106,281 | 59,219 | 35.8% | 122,000 | 121,419 | 581 | 0.5% |
| OTHER EXPENSES | 322,695 | 302,605 | 20,090 | 6.2% | 396,795 | 280,635 | 116,160 | 29.3% |
| EQUIPMENT | 460,290 | 301,261 | 159,029 | 34.5% 5 | 897,920 | 451,711 | 446,209 | 49.7% |
| REAL PROPERTY IMPROVEMENT | 474,900 | 600,592 | (125,692) | -26.5% 6 | 800,000 | 384,399 | 415,601 | 52.0% |
| TOTAL EXPENDITURES | \$ 72,816,236 | \$ 62,274,214 | \$ 10,542,022 | 14.5% | \$ 72,440,561 | \$ 66,160,952 | \$ 6,279,609 | 8.7% |
| NET REVENUES AND EXPENDITURES | \$ (5,106,836) | \$ 3,166,783 | | | \$ (4,152,042) | \$ 1,308,488 | | |
| BUDGET | ACTUAL | | | | | | | |
| BEGINNING FUND BALANCE | \$ 71,064,934 | \$ 71,064,934 | | | | | | |
| PLUS: REVENUE | 67,709,400 | 65,440,997 | | | | | | |
| LESS: EXPENDITURES | (72,816,236) | (62,274,214) | | | | | | |
| ENDING FUND BALANCE | \$ 65,958,098 | \$ 74,231,717 | | | | | | |

Recommended for approval by the
December Finance & Facilities Committee

An evenly distributed budget remaining for a one month period

Through Summit County Executive Order, a budget transfer was recorded to release funds out of most expenditure areas and moved into Contract Services to fund the final quarterly waiver match payment of 2013 \$ 1,385,183

\$ 1,385,183

3,087,000

Use of prior year encumbrances that are not reflected in the 2013 budgets on this statement

285,000

23,700

9,800

22,500

43,600

Prior Months

\$ 76,000

Overall less than expected spending

789,000

75.000

38,000

300.000

purchase of office furniture for the same area

Editorial: Architectural fees for office renovation in the United States

Library - Human Resources Department

April - Reimbursement to Summit Housing Corp of grant funds received in March for the purchase of property

on Northwest Ave. in Iainmadge

May - Purchase of office furniture for C-6 in Weaver Learning Center

Purchase of office furniture for C-4 in Weaver Learning Center

Payment for renovations of C-4 and C-6 in Weaver Learning Center

June-Renovations of the IT area

Workstations at Akron Center

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

1106 - REGULAR AND SPECIAL BOARD MEETINGS

Regular Board meetings shall be held on the ~~third Wednesday~~ **fourth Thursday** of each month at 5:00 p.m. unless otherwise designated. The Board shall meet a minimum of ten (10) times annually. Meetings shall be held in the Administration Board Room currently located in the Board's Administrative Offices, 89 East Howe Road, Tallmadge, Ohio, unless otherwise designated. All Board meetings shall be open to the public as required in Section 121.22 of the Ohio Revised Code, unless otherwise required to convene into an Executive Session.

The Superintendent shall prepare and deliver a copy of the agenda to the members of the Board and to the press prior to any regular Board Meeting, in accordance with State law. The Superintendent in consultation with the Board President shall prepare a final agenda for each meeting of the Board.

The Board shall not hold a special meeting unless at least twenty-four (24) hours advance notice of the time, place and purpose(s) of such special meeting has been given to the news media organizations that have requested notification in accordance with Board Procedure

In the event of an emergency requiring immediate official action, the Board Member/Members calling such meeting or the Superintendent/designee on their behalf shall immediately notify all news media outlets that have requested such notice of the time, place and purpose(s) of such emergency meeting.

[Click here to view Board Procedures](#)

Cite: 5126.029; 121.22

MINUTES – combined work session and regular meeting
Wednesday, November 20, 2013

County of Summit Developmental Disabilities Board

MINUTES – ~~over~~

Wednesday, November 20, 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, November 20, 2013 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:02 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 | Joe Eck, Director of Labor Relations |
| Lisa Kamlowsky, Assist. Superintendent | Mira Pozna, Director of Fiscal |
| Billie Jo David, Director of Communications & Quality | Carrie Roberts, Director of Community Employment |
| Tom Jacobs, Dir. of Operations/SHDC | Jean Fish, Director of Adult Services- Facility-Based |
| Eldridge Black, Dir. of Transportation | Russ DuPlain, Director of Information Technology |
| Lynn Sargi, Director of HR | Maggi Albright, Recording Secretary and others |
| Lindsay Bachman, Director of MUI | |
| Holly Brugh, Director of Children's Svs. | |

I. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY

UDS has been the provider for adult day support services at the Twinsburg facility since 2006. The Twinsburg site has a capacity of 50 and is currently serving 49 individuals. UDS bills Medicaid directly for services 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. The request is for the Board to approve a 27 month contract with UDS for the operation of the Twinsburg facility from January 1, 2014 through March 31, 2016, at which point it will be UDS's responsibility to negotiate a successor lease. Total rent cost for the Twinsburg facility is \$176,004 per year.

WORK SESSION (continued)

I. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY (continued)

UDS pays Summit DD \$45,000 as rent and \$13,726.32 toward utilities. The Board subsidizes \$131,004 of the annual rent. 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 was calculated, then the rent amount to be paid to Summit DD will be adjusted. Revenue will be reviewed in February and July of each year of the contract. Revenue was reviewed in July and it did not result in a rate adjustment. Mr. Briggs asked if UDS will take over the lease at the end of the contract. Mr. Armstrong replied that UDS will either negotiate a successor lease or obtain a different facility. Mr. Quade asked if UDS decides to select another site, would it be located in the general area of the current facility. Mr. Armstrong responded he believes it would. Funds are available in the budget and the November Finance & Facilities and Services & Supports Committees recommend approval of the 27 month contract with UDS.

II. SUCCESS4KIDZ CONTRACT AMENDMENT

The Ohio Department of Health (ODH) recently performed an audit of the Summit County Help Me Grow (HMG) 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 led to several recommendations by ODH, none having to do directly with Summit DD as a service provider. However, as part of the larger system, the Agency will come together with Help Me Grow to improve best practice early intervention services to families. These improvements will include:

- No longer providing funds to the developmental evaluation process but instead the evaluations will be done in-house using staff that are from the child's area of delay. Evaluations were previously completed by Child Family Learning Center using funds from both Summit DD (\$108,000) and Federal Part C dollars (\$78,000).
- Weekly team meetings including the HMG service coordinators, developmental specialists and therapy staff to ensure 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 providers. This will allow the team to select from not only developmental specialists and speech therapists but also the OT and PT allowing for the best fit for each family.

The improvements will increase the need for PT and OT staff to expand work from 30 hours per week to 48 hours so they can be part of the team, participate in weekly meetings and act as the primary service provider for children where gross or fine motor skills are the only concern. Mr. Quade asked if the increase in hours per week is for each staff or for the group of PT/OT staff. Mr. Armstrong replied the increase is for all staff, not 48 hours per person per week.

WORK SESSION *(continued)*

II. SUCCESS4KIDZ CONTRACT AMENDMENT *(continued)*

The request is to increase the current Success4Kidz contract, which is for the period January 1, 2013 through December 31, 2014, in the amount of \$127,300, for the total contact amount not to exceed \$352,800. The original contract was in the amount of \$225,500. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

III. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE

Weaver Industries serves as the employer and payroll administrator for the bus cleaning enclave which employs five persons served. Summit DD Community Employment Department provides the staffing. The contract identifies the roles and responsibilities for the enclave. The request is to renew a contract with Weaver Industries for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$52,942.40, which represents an increase of \$1,229.20 over the previous contract to cover scheduled increases in the minimum wage. The previous contract figures were based on the number of hours individuals were scheduled to work, to include allowances for absences. There is now a body of work history data at this site resulting in the ability to generate more accurate information relative to the number of hours actually worked. The contract is recommended for a one-year renewal to provide the opportunity to explore community based options for this enclave. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

IV. METRO REGIONAL TRANSIT AUTHORITY COLLABORATIVE AGREEMENT

Summit DD has had a collaborative agreement with Metro since 2003 for a specific rate of payment for transportation services to and from Summit DD facility-based programmatic sites. The collaborative agreement includes enhanced services that are not offered to the general public to eligible individuals who receive Summit DD services. The request is to renew the collaborative agreement with Metro for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$102,350, which represents \$7.50 per person, per trip. There are currently 30 individuals who utilize this service and the contract allows for up to five additional riders beyond the 30 riders currently being served. Mr. Quade wanted to confirm that the amount being requested includes the expansion of five additional riders. Mr. Armstrong confirmed that it did and noted that if ridership does not increase then funds would not be utilized since the Board is charged only for actual services delivered. There was a 30% decline in this service in 2013. There were 43 riders in January 2013 and 13 passengers either discontinued attending premium sites or changed to alternate non-medical providers. Summit DD will continue to bill the waiver for the \$7.50 fee to offset the 60% of the cost. Funds are available in the budget and the collaborative agreement has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

WORK SESSION *(continued)*

V. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT

The Blaugrund firm has represented the Board in negotiations and other matters for over ten years. The request is to renew a contract with this firm for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$150,000. The rate for services under this contract remains at \$200/hour for the third consecutive year. Fee disputes, if they occur, shall be mediated by the Ohio Bar Association. Legal representation would be utilized when necessary in 2014 for:

- Continuation of negotiations for labor agreements succeeding those that expired December 31, 2012 with WEA I, WEA II and WWSA
- Negotiating a labor agreement succeeding one that expires December 31, 2013 with AFSCME
- Review of grievances that may be arbitrated
- Arbitrating grievances of significant importance
- Advise and represent the Board in other related employment and collective bargaining matters

A request for proposals for legal representation was conducted in May. Results were reviewed by the July HR/LR Committee, which recommended no change in provider. Mr. Briggs noted the contract amount is a decrease from last year. Mr. Armstrong responded that the contract amount from last year included charges for an employment dispute. Funds are available in the budget and the contract has been recommended for approval by the November HR/LR Committee.

VI. PRIMARY SOLUTIONS CONTRACT

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking and managing activities related to persons served. OhioDD.com, also provided by Primary Solutions, is used for tracking billing and utilization of services. The request is to renew a contract with Primary Solutions for annual maintenance/licensing fees for the Agency's main servicing applications for 2014. The total contract amount would not exceed \$64,736, which would be \$47,357 for annual license cost for Gatekeeper, \$7,379 for annual license cost for OhioDD.com and up to \$10,000 for customized work and technical support beyond what is included in the license agreements. The contract amount is approximately 3% increase over the previous contract. Mr. Briggs asked if there is any room to negotiate relative to the contract cost. Mr. DuPlain responded that these contract costs and increases are typical for the industry. Mr. Briggs asked if staff are satisfied with the services. Mr. DuPlain stated services are meeting the Agency's needs and noted that a change in vendor would represent significant costs. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities Committee.

WORK SESSION *(continued)*

VII. iDATA TECHNOLOGIES CONTRACT

Summit DD works with iData Technologies to create customized applications as well as providing technical support for previously developed applications. Applications currently in use that were developed by iData include the ISP, provider portal, contract management system and the Summitdd.org website. New applications to be developed in 2014 include the behavior support plan 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. The request is to renew a contract with iData Technologies in an amount not to exceed \$81,000 in 2014. Mr. Briggs asked if this is an ongoing contract from year to year. Mr. DuPlain replied that iData provides project maintenance and handles new projects so contracts would be requested as long as support was necessary. Mr. Briggs asked if iData maintains the Agency website. Mr. DuPlain responded that iData assists with application changes and some updates. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities Committee.

VIII. 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 \$117,987 for State year 2014 for TCM match for service coordination. 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)*

IX. 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/year, 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.

X. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT

Summit DD and the 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)*

X. 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. 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. Mr. Briggs asked how the contract would be handled if there was increased usage. Mr. Armstrong replied that if there was a need for increased usage, staff would bring the contract back to the Board for consideration of an increase to the contract. In response to a Board question at the last meeting, Mr. Armstrong noted that Ms. George has had ongoing dialogue the probation department, however, the contract typically involves individuals who may enter the jail system and not when someone is exiting. Ms. George will, however, continue to keep the lines of communication open. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

XI. 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. 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.

XII. 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.

WORK SESSION *(continued)*

XII. NEW POLICY 2032 – UNUSED SICK LEAVE *(continued)*

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. The proposed new policy has been recommended for approval by the October HR/LR Committee.

XIII. OCTOBER FINANCIAL STATEMENTS

The quarterly State subsidy in the amount of \$689,400 was received. Relative to expenditures, there was a quarterly TCM match payment of \$435,500 and a payment of \$10,800 for a twelve month contract for computer systems intrusion detection monitoring to help prevent systems breaches or loss of data. The Agency is in a positive position at the end of October with approximately \$2.3 million dollars. The October fund balance is \$73,326,552. Mrs. Cooper asked about grants being lower than expected. Mrs. Pozna replied that Title XX dollars and Bridges to Transition have been less than expected so this area will remain lower throughout the remainder of the year. Mr. Armstrong added that it may be necessary to utilize local funds to cover unanticipated shortages. The October Financial Statements have been recommended for approval by the November Finance & Facilities Committee.

XIV. POLICIES

A. REVISED POLICY 4003 – SERVICE & SUPPORT ADMINISTRATION

Ohio Administrative Code 5123:2-1-11 is expected to be updated in February 2014 and changes to the Rule would require updates to this policy in order to reflect DODD expected service descriptions and process. Revised Policy 4003 has been recommended for approval by the November Services & Supports Committee.

B. REVISED POLICY 4006 – CONFIDENTIALITY OF INDIVIDUAL RECORDS

Revisions to this policy reflect current practices regarding release of information and the manner in which records are stored. Revised Policy 4006 has been recommended for approval by the November Services & Supports Committee.

C. REVISED POLICY 4013 – CRISIS MANAGEMENT

Revisions to this policy reflect current practices regarding operation of the emergency response system. Revised Policy 4013 has been recommended for approval by the November Services & Supports Committee.

WORK SESSION *(continued)*

XIV. POLICIES *(continued)*

D. REVISED POLICY 4027 – WAITING LIST FOR SERVICES

Ohio Administrative Code 5123:2-1-08 was changed in November 2011. Revisions to this policy are enhancements to the existing policy and reflect current Rule requirements and Summit DD practices regarding the management of waiver funded waiting lists. Revised Policy 4027 has been recommended for approval by the November Services & Supports Committee.

E. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES

This policy has been revised to remove target capacity language. The language was necessary when center based programs were experiencing overall growth while reducing the size of individual program sites. Numbers served in each center have declined in the past few years. The revised policy establishes capacities for each program site. Revised Policy 4030 has been recommended for approval by the November Services & Supports Committee.

F. REVISED POLICY 4014 – SAFETY NET

The revisions to this policy broaden the definition of safety net beyond Summit DD programs and clearly define the SSA and team role in designing what services are needed by an individual who loses employment or is in need of new services. Revised Policy 4014 has been recommended for approval by the November Services & Supports Committee.

G. OBSOLETE POLICY 3019 – AVERAGE DAILY MEMBERSHIP

Average daily membership is no longer a requirement of DODD, therefore, the policy can be deleted. Mr. Briggs asked if staff will continue to track membership. Mrs. Kamlowsky replied that tracking would continue. Mr. Quade asked if when policies are revised to reflect current practices, are they being revised to bring the policy language up to date with actual occurrences. Mrs. Kamlowsky confirmed. Policy 3019 has been recommended for deletion by the November Services & Supports Committee.

H. REVISED POLICY 4018 – EARLY INTERVENTION – DESCRIPTION OF SERVICES

Recent litigation in Ohio 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 of Developmental Disabilities (OACB) 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.

WORK SESSION *(continued)*

XIV. POLICIES *(continued)*

H. REVISED POLICY 4018 – EARLY INTERVENTION – DESCRIPTION OF SERVICES *(continued)*

Policy 4018 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 services. Revised Policy 4018 has been recommended for approval by the November Services & Supports Committee.

I. REVISED POLICY 2018 – ETHICAL PRACTICES

The current policy and procedure outlines ethical practices, business restrictions and reporting requirements that apply to Board Members, employees, volunteers and interns. Revisions to the policy additionally address all of Ohio's whistleblower statutes and protections provided to employees for good faith reporting of allegations of wrongdoing, with the process outlined in the corresponding procedure. Revised Policy 2018 has been recommended for approval by the November HR/LR Committee.

The work session adjourned at 5:25 p.m.

BOARD MEETING

The **regular monthly meeting** of the County of Summit Developmental Disabilities Board convened at 5:25 p.m.

I. CAUCUS - SUPERINTENDENT

Mr. Armstrong advised the Board that several members of the Executive Leadership Team are not at the meeting tonight because they are meeting with examiners from the Department of Developmental Disabilities (DODD) since the Agency is in the process of its five year accreditation review. He noted the MUI part of the review has been completed and it appears that it went well. There is a general sense at this point that there won't be any citations in this area. He thanked Lindsay Bachman and her staff for their hard work and efforts, as well as the other staff who have devoted so much time and energy around preparing for a successful review. The Services and Support Administration functions are still under review. The final exit interview will be held tomorrow at 3:00 p.m.

II. PUBLIC COMMENT

John Rasinski stated he is present tonight representing his son who has attended summer camp past years. He is concerned about changes in the summer camp programs and indicated he felt the changes were poorly communicated to families and alternatives were not communicated. He requested communication be handled better in 2014. He stated he has talked with a number of parents who experienced similar situations with camps not offering slots or alternatives. He questioned the measures of success from 2012-2013. Mr. Briggs commented he believes these issues are being addressed and things will be better relative to communication and alternative camp options. Mr. Armstrong stated that Mr. Rasinski has some legitimate concerns. He indicated this provider could not support the camp financially, as it did not have as many campers apply in 2013. It was communicated that the Board cut funding, however, that is not correct. It is not about Board dollars, it is about the provider not being able to continue to offer services, however, information could certainly have been communicated better. Mr. Armstrong mentioned the Board has a staff person who manages camps. There used to be three camps offered and now there are approximately 40 across Summit County so there are more options and alternatives and families need to be better connected to that information. Mrs. Cooper asked if communication to families and participants about programs comes from camp providers or from the Board. Mr. Armstrong replied that it is a combination of both. Mrs. Cooper suggested that perhaps the Board could support providers in finding more effective ways to communicate camp information to families. Mr. Rasinski asked how camps are vetted to determine if they are appropriate providers. Mr. Armstrong replied that families have individual choice and the Board cannot dictate which camp a family can attend. The Board does try to provide information whenever possible so that families can make informed choices.

BOARD MEETING (continued)

II. PUBLIC COMMENT (continued)

Darlene Rose identified herself as a Summit DD staff person attending the meeting tonight regarding the legal services contract. She asked why the Board hires a firm out of Columbus instead of from this area. Ms. Rose stated she is also on the WWSA negotiating team, which has only been meeting one time per month because the Board's attorney is only available to meet once a month. She noted the contract has been expired for almost a year and there is still no new contract. She stated that taxpayer dollars are going to another part of the state. She also said she has heard Mr. Blaugrund lives in Arizona but isn't sure if that's accurate. Mr. Briggs commented that he personally is a Summit County attorney and he has addressed this issue. He stated a Request For Proposals (RFP) was conducted recently and there were only several Summit County law firms that responded and none met the specific area of expertise. The Blaugrund firm has the best product at the best cost. Ms. Rose commented that it should not always be about the bottom line, although she does understand about the expertise. She said that perhaps the Board should consider giving a local firm the opportunity to learn in this area. Mr. Quade stated that given the size of the organization and the importance of getting the contract correct for those we serve, it would not be prudent to utilize a firm that does not have expertise in this area. Mr. Armstrong stated there have been struggles on both sides regarding scheduling. Ms. Rose said she disagrees.

Carol Kilway introduced herself as a member of Tallmadge City Council representing residents of the Whitegate allotment in Tallmadge. She stated she is present tonight to address the situation with regard to the Southeast Ave. group home. She spoke with Representative Devitis' aid who said that the residents of this group home would be relocated. Mr. Armstrong addressed Ms. Kilway and said no disrespect intended, however, that information is incorrect. Mr. Armstrong stated he spoke personally with Director Martin and the Director did commit to establishing protocols regarding supervision but did not commit to relocating residents. Dan Young, a resident of the Whitegate allotment, said the letter dated July 31st that was given to the Board as a result of a meeting held in Columbus made it clear that Representative Devitis and his aid, Zach, met with Director Martin and indicated protocol that was discussed was for placement not security. Mr. Armstrong stated he remembers the letter and its content and asserted again that he personally spoke with Director Martin and the Director clearly stated he did not meet with Representative Devitis, that his staff met and had discussions around protocol. Mrs. Young read a portion of the July 31st letter. Mr. Armstrong responded saying that Mrs. Young is reading from a letter that came from the Representative's aid, not Director Martin. Mr. Armstrong stated he spoke with Zach, Representative Devitis' aid, and Zach confirmed that Director Martin did not attend the meeting and he also confirmed that the protocol was around supervision and not around removing people from the home. Ms. Kilway requested a meeting with all relevant parties. Mr. Armstrong replied he thought that made allot of sense so that everyone would be in the room at the same time and hear the same information. Ms. Kilway stated she would contact Mr. Armstrong to schedule the meeting.

BOARD MEETING (continued)

II. PUBLIC COMMENT (continued)

Tom Berry, a parent and Board Member of the Arc of Summit and Portage Counties, asked for the Board to consider tabling approval of revisions to Policy 4030 – Capacity for Center Based Adult Services since the Arc has a position statement relative to the size of work centers. He suggested this policy be considered as part of the ad-hoc committee being formed. Mr. Briggs asked the Superintendent if there was any reason why this policy would need passage this evening. Mr. Armstrong replied that there would be no implications of tabling this policy tonight. Mr. Briggs stated the policy will be tabled.

Mr. Berry thanked Superintendent Armstrong for his many years of service and all that he has accomplished to improve the lives of individuals served and their families.

III. APPROVAL OF MINUTES

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

RESOLUTION No. 13-11-01

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

IV. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

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

RESOLUTION No. 13-11-02

Mrs. Arshinkoff moved that the Board approve a contract with NEOM to administer the TDD for the period January 1, 2014 through December 31, 2014, in an amount not to exceed Four Hundred Twenty Eight Thousand Eight Hundred One Dollars (\$428,801.00), and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mr. Quade, was unanimously approved.

BOARD MEETING (continued)

IV. BOARD ACTION ITEMS (continued)

A. FINANCE & FACILITIES COMMITTEE (continued)

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

R E S O L U T I O N

No. 13-11-03

Mr. Quade moved the Board approve a contract with NEON for administration of quality assessment RN, MUI back-up investigations, provider compliance reviews, pre-admission screening and resident review and annual dues for the two-year period January 1, 2014 through December 31, 2015, in an amount not to exceed One Hundred Twenty One Thousand Three Hundred Twenty Five Dollars (\$121,325.00) per year, for the total contract amount not to exceed Two Hundred Forty Two Thousand Six Hundred Fifty Dollars (\$242,650.00), as presented in attachment #9, and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mrs. Ricks, was unanimously approved.

3. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT

R E S O L U T I O N

No. 13-11-04

Mrs. Ricks, moved that the Board approve a contract with Oriana House for the alternative environment program for the period January 1, 2014 through December 31, 2014, in an amount not to exceed One Hundred Fifty Six Thousand Dollars (\$156,000.00), as presented in attachment #10, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

4. HATTIE LARLHAM COMMUNITY SERVICES NURSING SERVICES CONTRACT

R E S O L U T I O N

No. 13-11-05

Mrs. Wilkinson moved that the Board approve a contract with Hattie Larlham Community Services for nursing services for the period January 1, 2014 through December 31, 2014, in an amount not to exceed Four Hundred Fifty Four Thousand Six Hundred Eighty Five Dollars (\$454,685.00), as presented in attachment #11, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Dohnal, was unanimously approved.

BOARD MEETING (continued)

IV. BOARD ACTION ITEMS (continued)

A. FINANCE & FACILITIES COMMITTEE (continued)

5. OCTOBER FINANCIAL STATEMENTS

RESOLUTION

No. 13-11-06

Mr. Dohnal moved that the Board approve the October Financial Statements, as presented in attachment #13. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. SERVICES & SUPPORTS COMMITTEE

1. REVISED POLICIES 4003, 4006, 4013, 4027, 4014 AND 4018

RESOLUTION

No. 13-11-07

Mrs. Cooper moved that the Board approve revised policies 4003 – Service & Support Administration, 4006 – Confidentiality of Individual Records, 4013 – Crisis Management, 4027 – Waiting Lists for Services, 4014 – Safety Net and 4018 – Early Intervention – Description of Services, as presented in attachments #14, #15 and #16. The motion, seconded by Mr. Dohnal, was unanimously approved.

2. DELETION OF POLICY 3019

RESOLUTION

No. 13-11-08

Mrs. Arshinkoff moved that the Board approve the deletion of policy 3019 – Average Daily Membership (ADM), as presented in attachment #15. The motion, seconded by Mr. Quade, was unanimously approved.

C. HR/LR COMMITTEE

1. NEW POLICY 2032 – UNUSED SICK LEAVE

RESOLUTION

No. 13-11-09

Mr. Quade moved that the Board approve new policy 2032 – Unused Sick Leave, as presented in attachment #12. The motion, seconded by Mrs. Ricks, was unanimously approved.

BOARD MEETING (continued)

IV. BOARD ACTION ITEMS (continued)

C. HR/LR COMMITTEE (continued)

2. REVISED POLICY 2018 – ETHICAL PRACTICES

R E S O L U T I O N

No. 13-11-10

Mrs. Ricks moved that the Board approve revised policy 2018 – Ethical Practices, as presented in attachment #17. The motion, seconded by Mr. Quade, was unanimously approved.

V. SUPERINTENDENT’S REPORT

A. THIRD QUARTER OPERATING PLAN DASHBOARD

The Operating Plan Dashboard reports on the status of Plan measures. Overall, Summit DD scored a 4.6 on a scale of 1-5, with a goal of 4. 17 of the 19 measures are performing within goal levels. Third quarter highlights include:

- 4,115 total persons served which is a 2.8% increase from the third quarter 2012
- No waiting list for day or residential services
- Increased Community Partnership for Inclusion (CPI) sites to 26, exceeding the 2013 goal of 20 sites. The program provides inclusive childcare services to 46 children.
- Timely closure of MUI cases continues to be 100%

The two areas below goal are:

- The number of adults employed in integrated employment. There are currently 316 adults employed in community based integrated settings, which is below the goal of 369 adults. In 2014, several initiatives are planned to create partnerships with private providers to increase community based integrated employment outcomes along with the Bridges to Transition increasing positive outcomes.
- Total Medicaid reimbursement to Summit DD for services provided. Approximately \$9.5 million dollars has been received, with a goal of \$11.5 million dollars. Billing is still being processed for the third quarter and that dollar value is expected to increase as additional reimbursements are received.

B. 2014 DRAFT OPERATING PLAN

The annual Operating Plan identifies goals and objectives to achieve in 2014 that align with the 2013-2015 Long Range Plan. 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 Operating Plan highlights the measures and initiatives in the coming year to work toward achievement of the Long Range Plan objectives.

BOARD MEETING (continued)

V. SUPERINTENDENT'S REPORT (continued)

B. 2014 DRAFT OPERATING PLAN (continued)

In 2014, outcomes identified in the dashboard measures of the Plan include:

- Increasing the total number of individuals supported by 42 people, for a total of 4,177
- Maintaining no waiting lists for services
- Transitioning 10 graduates into community employment
- Partnering with an additional 10 private childcare centers to support children in inclusive community childcare
- Supporting an additional 25 children in inclusive childcare centers, for a total of 50 children

Highlights of new 2014 initiatives include:

- Provide support to community programs such as story time or classes at the local YMCA to provide inclusive opportunities for children
- Transition all children receiving childcare at Summit DD into inclusive childcare centers in the community and provide transition support to children age 1-5 when childcare options 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
- Redesign SummitDD.org using best practice content management practices and engage the community. Ensure the Summit DD brand reflects the Agency's vision of being the primary force to build inclusive communities
- Implement an Early Retirement Incentive Program (ERIP) and focus recruitment efforts to attract 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 the Summit County Sheriff's office to train law enforcement detectives and patrol officers about applicable laws working with individuals supported by Summit DD and the MUI process

Mr. Briggs asked how potential changes to the Bridges to Transition Program will impact. Mrs. David replied that staff will look at ways to support locally. Mr. Briggs asked if the Plan contains an initiative relative to meeting with elected officials to provide education, awareness and training about the DD system. Mrs. David replied that it does.

BOARD MEETING (continued)

V. SUPERINTENDENT'S REPORT (continued)

B. 2014 DRAFT OPERATING PLAN (continued)

A public hearing will be held on December 11th and the Plan will be reviewed by the Person Served Advocacy Committee PAC. Mrs. David noted that any comments or feedback from those meetings will be incorporated into the Plan. The November Services & Supports, Finance & Facilities and HR/LR Committees recommend approval of the 2014 Operating Plan.

VI. PRESIDENT'S COMMENTS

A. THANK YOU TO SUPERINTENDENT ARMSTRONG

A brief video thanking Mr. Armstrong's for his service and highlighting his many accomplishments was shown. After the video, Mr. Briggs presented Mr. Armstrong with a framed banner signed by staff as a memento. Mr. Briggs stated there are no adequate words to express the gratitude for all of the many accomplishments Mr. Armstrong has achieved during his service. He stated that Mr. Armstrong has left his imprint on the community and Summit County for years to come and that he has made a significant difference in the lives of thousands of people; he will definitely be missed! Mr. Armstrong expressed his appreciation of the video and the framed piece. He stated that every person had a part in making all the success happen; nobody does it on their own. He said his time at Summit DD has been an incredible experience and he has enjoyed working with everyone.

B. 2014 BOARD MEETING SCHEDULE

The 2014 Board Meeting schedule was included in packets. The schedule reflects a change for Board Meetings; they will be held on the fourth Thursday of each month with the exception of the months of May, November and December.

C. OACB ANNUAL CONVENTION – DELEGATE ASSEMBLY

The OACB Annual Convention will be held December 4-6, 2013 with the Delegate Assembly occurring on the evening of December 4th. Mr. Briggs asked Mr. Dohnal if he would represent Summit DD at the Delegate Assembly. Mr. Dohnal accepted. John Trunk, incoming Superintendent, will serve as the alternate.

D. 2013 BOARD SELF-ASSESSMENT RESULTS

In October, Summit DD Board Members participated in a self-assessment to improve governance and Board performance. The Executive Leadership Team (ELT) also took the same survey to determine alignment in key areas of Board effectiveness.

BOARD MEETING *(continued)*

VI. PRESIDENT'S COMMENTS *(continued)*

D. 2013 BOARD SELF-ASSESSMENT RESULTS *(continued)*

Responses were received from 100% of both Board Members and ELT. Results were analyzed for levels of satisfaction, trends over time and alignment to develop priorities for improvement. Numerous areas scored high levels of agreement and favorable trends were noted. There was only slight misalignment, with the main area being a long-term succession plan for Board Members. Mr. Briggs noted the Board and Executive Leadership work very well together and are a very cohesive group.

There being no further business, the Board Meeting adjourned at 6:05 p.m.

Jackie Cooper, Secretary