

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

# **AGENDA**

Thursday, January 23, 2014  
Administrative Board Room  
**5:00 p.m.**

## **ANNUAL ORGANIZATIONAL MEETING**

- I. INTRODUCTION OF NEW BOARD MEMBER – JOSEPH SIEGFERTH
- II. CALL TO ORDER – 2014 ORGANIZATIONAL MEETING
- III. ELECTION OF OFFICERS
  - A. PROPOSED: PRESIDENT  
VICE PRESIDENT  
SECRETARY
  - B. NOMINATIONS FROM THE FLOOR
  - C. ELECTION OF OFFICERS
- IV. ASSIGNMENT OF BOARD MEMBERS TO BOARD COMMITTEE
  - A. PROPOSED: ETHICS COMMITTEE
- V. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES
  - A. PROPOSED: FINANCE & FACILITIES COMMITTEE  
HR/LR COMMITTEE  
PERSON SERVED/PARENT ADVISORY COMMITTEE (PAC)  
SERVICES & SUPPORTS COMMITTEE
- VI. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT
- VII. ADJOURN ORGANIZATIONAL MEETING

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. SUMMIT COUNTY SHERIFF'S SECURITY SERVICES CONTRACT
- II. THE ARC OF SUMMIT & PORTAGE COUNTIES PEOPLE TOGETHER CONTRACT

### **ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY**

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

### **NEW ACTION ITEM FOR BOARD CONSIDERATION**

- IV. DECEMBER FINANCIAL STATEMENTS
- V. DELETION OF POLICY 7007 – DRUG TESTING AND COMPLIANCE
- VI. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2014 MEMBERSHIP DUES

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. DECEMBER 18, 2013 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. COUNTY OF SUMMIT DEPARTMENT OF JOB AND FAMILY SERVICES (DJFS) CONTRACT RENEWAL
    - 2. DECEMBER FINANCIAL STATEMENTS
  - B. SERVICES & SUPPORTS COMMITTEE
    - 1. DELETION OF POLICY 7007 – DRUG TESTING AND COMPLIANCE
  - C. OTHER
    - 1. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2014 MEMBERSHIP DUES
- VII. SUPERINTENDENT’S REPORT
  - A. DATA DASHBOARD AND CENSUS INFORMATION
  - B. FOURTH QUARTER 2013 MUI REPORT
  - C. 2013 YEAR-END OPERATING PLAN RESULTS
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

# County of Summit Developmental Disabilities Board

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> <li>Security services for Summit DD facilities</li> </ul>	<ul style="list-style-type: none"> <li>Safety and security of persons served and staff at Summit DD</li> </ul>	<ul style="list-style-type: none"> <li>Renew a contract with Summit County Sheriff's office for a one year term to provide security at the Howe Road campus at a cost not to exceed \$94,315.65</li> </ul>	<p>Service Area: Summit DD</p> <p>Total Cost: \$ 94,315.65</p> <hr/> <ul style="list-style-type: none"> <li>In light of the recent national events, security protocols in place at Summit DD facilities have been reviewed to ensure that Summit DD provides a safe working and learning environment for persons served and staff</li> <li>The last eighteen months Summit DD has contracted with Summit County Sheriff's office for a deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Howe Road campus.</li> <li>Summit DD believes having a deputy patrol the complex has heightened awareness of security at Howe Road campus.</li> <li>Proposed contract with the Summit County Sheriff's Office is for a one year term commencing March 1, 2014 through February 28, 2015</li> <li>Funds are available in the 2014 budget</li> </ul> <p><b>Recommended for approval by the January Finance &amp; Facilities Committee.</b></p>

Attachment #1

Submitted By: Tom Jacobs

Date: 1/3/2014

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

County of Summit Board of Developmental Disabilities  
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Contract for People Together Program with The Arc of Summit and Portage Counties.	There is a need for education program in schools in Summit County acceptance and inclusion for those living with disabilities.	Approval of contract with The Arc of Summit and Portage Counties for the period February 1, 2014 through December 31, 2014 in the amount of \$61,000 to administer the People Together Program to students and community stakeholders in Summit County.	<p>The People Together Program is an education and awareness program administered by The Arc of Summit and Portage Counties to schools and community organizations. The program is designed to increase knowledge and acceptance for integration.</p> <p>The total amount is \$61,000 which covers approximately half the cost of this program. The remainder of the costs are subsidized by United Way, grants, and The Arc operating expenses.</p> <p>There is a \$6,000 increase in this contract, primarily due to increased costs of the program. The program's reach has increased beyond schools to community programs as well. Also, the 2014 contract includes a provision to employ individuals with disabilities who are public speakers as part of the awareness program.</p> <p>The Arc has delivered this program to more than 4,000 participants at more than 50 sites in each of the five years since the program's inception. The People Together program has a proven track record in changing the attitudes of school age students and community members.</p> <p><u>Report of Program Delivery</u> Every six months a detailed report is submitted to Summit DD reporting the number of students served, number of sites and classes along with student pre-post evaluation results.</p> <p>The students that participated in the program were asked if and how their feelings about people with disabilities changed, and the following are some examples:</p>

Submitted By: \_\_\_\_\_ Billie Jo David \_\_\_\_\_

Date: \_\_\_\_\_ 1/6/2014 \_\_\_\_\_

For: \_\_\_\_\_ Superintendent / Assistant Superintendent

\_\_\_\_\_ Finance Committee

\_\_\_\_\_ X \_\_\_\_\_ Services and Supports Committee

\_\_\_\_\_ HR/LR Committee

County of Summit Board of Developmental Disabilities  
TOPIC SUMMARY REPORT

		<ul style="list-style-type: none"> <li>• "I was at recess today and I talked to a person with a disability and got to know her. Now I know how to communicate with her and I'm going to try to play with her on Monday."</li> <li>• "Yes it did change my feelings. I will treat someone with a disability just like I would treat my friends. I would play with them just like my other friends. I will try to communicate with them and never, never, ever say the 'r' word."</li> <li>• "Yes it changed me. I used to feel scared but now I feel like I know what to do. I will play with a kid who has a disability and I will talk to them."</li> <li>• "They are very upset if someone uses the "r" word. One of my students heard someone use that word and corrected that person."</li> </ul> <p>Funds are in the 2014 budget.</p>
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**Recommended for approval by the  
January Services & Supports Committee**

Submitted By: Billie Jo David For: Superintendent / Assistant Superintendent  
1/6/2014 Finance Committee  
X Services and Supports Committee  
HR/LR Committee



**SERVICE CONTRACT  
BETWEEN  
COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD  
AND  
The Arc of Summit & Portage Counties**

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 The Arc of Summit & Portage Counties, with its principal office located 3869 Darrow Road, Suite 109, Stow, Ohio 44224, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to The Arc of Summit & Portage Counties for the People Together Program.

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

**I. SUMMIT DD OBLIGATIONS**

A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Review of a biannual report detailing the number of program participants, the number of participating schools, pre- and post-test results and comments from students, teachers, and parents. Attitudes and opinions of individuals should present a favorable variance through pre- and post-testing. 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 take no action pursuant to this Agreement that would compromise the primary position of the Contractor as an independent advocate for individuals with developmental disabilities.

**II. CONTRACTOR OBLIGATIONS**

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

- B. Contractor agrees to provide sessions on disability awareness and education through the People Together Program to students in public and private schools and youths and community groups in Summit County. Contractor shall conduct pre-surveys and post-surveys with students in order to measure increased knowledge and acceptance about individuals with disabilities. Contractor shall also conduct satisfaction surveys with parents and teachers. Knowledge, attitudes and opinions should present a favorable variance through pre- and post-surveys. Contractor shall utilize individuals supported by Summit DD as paid speakers. Failure of Contractor to meet these specific obligations will permit the Board, at its discretion, to request recoupment of consideration paid in proportion to the percentage of Contractor's failure to perform. Biannual reports will be provided by July 31, 2014 and January 31, 2015.
- 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](mailto:www.muireports@summitdd.org) or by facsimile to 330.634.8553.

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

### **III. CONTRACTOR FINANCIAL OBLIGATIONS**

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.
- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

#### **IV. CLAIMS AND PAYMENT**

- A. The amount of this Contract shall not exceed SIXTY ONE THOUSAND DOLLARS (\$61,000) and is limited to the Summit DD'S 2014 appropriation.
- B. This contract will be paid in one installment of SIXTY ONE THOUSAND DOLLARS (\$61,000) payable in February 2014.
- C. Failure of Contractor to meet the specific obligations identified in Section II of this Contract will permit Summit DD, at its discretion, to request recoupment of consideration paid in proportion to the percentage of Contractor's failure to perform.

#### **V. TERM AND TERMINATION**

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

#### **VI. CONFIDENTIALITY**

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

#### **VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED**

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

#### **VIII. MISCELLANEOUS**

##### **A. STANDARDS**

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: The Arc of Summit & Portage Counties  
ATTENTION: Leeanne Saro, Executive Director  
3869 Darrow Road, Suite 109  
Stow, Ohio 44224

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

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

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

***SIGNATURES***

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

**PROVIDER:**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name

John Trunk, Superintendent  
Print Name

\_\_\_\_\_  
Witness / Date

\_\_\_\_\_  
Witness / Date

***APPROVED AS TO FORM  
OPINION NO.: 10-095***

MICHAEL D. TODD  
ASSISTANT PROSECUTING ATTORNEY  
SUMMIT COUNTY, OHIO

**EXHIBIT 1:**

Status: \_\_\_\_\_ Not-for-Profit \_\_\_\_\_ For Profit

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

NAME	ADDRESS

## **CONCILIATION PROCEDURE**

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

### **STEP I**

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

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

### **STEP II**

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

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

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

## 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 &amp; 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 &amp; 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  
 \_\_\_\_\_ X \_\_\_\_\_ Finance & Facilities Committee  
 \_\_\_\_\_ X \_\_\_\_\_ Services & Supports Committee  
 \_\_\_\_\_ \_\_\_\_\_ HR/LR Committee  
 \_\_\_\_\_ \_\_\_\_\_ Ethics Committee

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

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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

**SUMMIT COUNTY DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE YEARS ENDED DECEMBER 31, 2013 AND 2012**

	12/31/2013			12/31/2012		
	2013	2013	YTD \$	2012	YTD \$	YTD %
	ANNUAL	YTD	BUDGET	ANNUAL	BUDGET	BUDGET
	BUDGET	ACTUAL	REMAINING	BUDGET	REMAINING	REMAINING
<b>OPERATING REVENUE</b>						
PROPERTY TAXES	\$ 50,513,674	\$ 50,029,330	\$ 484,344	\$ 50,961,305	\$ 49,626,366	\$ 1,334,939 2.6%
PERSONAL PROPERTY REIMB	533,981	533,981	-	918,042	1,615,496	(697,454) -76.0%
REIMBURSEMENTS	15,092,545	15,159,463	(66,918)	15,448,172	17,452,806	(2,004,634) -13.0%
GRANTS	695,200	484,359	210,841	384,000	514,814	(130,814) -34.1%
CONTRACT SERVICES	513,000	393,686	119,314	250,000	372,568	(122,568) -49.0%
REFUNDS	-	2,866	(2,866)	-	39,074	(39,074) 0.0%
OTHER RECEIPTS	346,000	1,031,330	(685,330)	327,000	443,812	(116,812) -35.7%
SALES	15,000	13,209	1,791	-	13,650	(13,650) 0.0%
<b>TOTAL REVENUE</b>	<b>\$ 67,709,400</b>	<b>\$ 67,648,224</b>	<b>\$ 61,176</b>	<b>\$ 68,288,519</b>	<b>\$ 70,078,586</b>	<b>\$ (1,790,067) -2.6%</b>
<b>OPERATING EXPENDITURES</b>						
SALARIES	26,418,340	23,973,558	2,444,782	26,072,780	24,883,787	1,188,993 4.6%
EMPLOYEE BENEFITS	10,307,440	10,038,546	268,894	11,220,439	10,063,732	1,156,707 10.3%
SUPPLIES	1,278,316	1,590,223	(311,907)	1,875,184	1,602,983	272,201 14.5%
TRAVEL	404,399	363,326	41,073	353,962	367,772	(13,810) -3.9%
CONTRACT SERVICES	31,685,116 1	31,859,402	(174,286)	28,848,471	31,454,228	(2,605,757) -9.0%
UTILITIES	561,993 1	570,442	(8,449)	898,000	561,356	336,644 37.5%
RENTALS	826,450	809,130	17,320	955,010	819,803	135,207 14.2%
ADVERTISING	165,500	127,691	37,809	122,000	135,459	(13,459) -11.0%
OTHER EXPENSES	318,740	305,582	13,158	396,795	329,540	67,255 16.9%
EQUIPMENT	429,132	311,223	117,909	897,920	455,727	442,193 49.2%
REAL PROPERTY IMPROVEMENT	420,810	621,222	(200,412)	800,000	666,876	133,124 16.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 72,816,236</b>	<b>\$ 70,570,345</b>	<b>\$ 2,245,891</b>	<b>\$ 72,440,561</b>	<b>\$ 71,341,263</b>	<b>\$ 1,099,298 1.5%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (5,106,836)</b>	<b>\$ (2,922,121)</b>	<b>\$ 2,184,715</b>	<b>\$ (4,152,042)</b>	<b>\$ (1,262,677)</b>	
<b>BUDGET</b>	<b>ACTUAL</b>					
BEGINNING FUND BALANCE	\$ 71,064,934	\$ 71,064,934				
PLUS: REVENUE	67,709,400	67,648,224				
LESS: EXPENDITURES	(72,816,236)	(70,570,345)				
ENDING FUND BALANCE	\$ 65,958,098	\$ 68,142,813				

**Recommended for approval by the**  
**January Finance & Facilities Committee**



**SUMMIT COUNTY DD BOARD  
EXPLANATION OF VARIANCES  
FOR THE YEAR ENDED DECEMBER 31, 2013  
(Rounded)**

<b><u>Budget:</u></b>			
1	Expenditures:	Through Summit County Executive Order, several budget transfers were recorded to release funds out of most expenditure areas and moved into Contract Services to fund the final quarterly waiver match payment of 2013	\$ 1,618,000
<b><u>Revenue:</u></b>			
2	Other receipts:	County refund of DD Board funds held on deposit in the County's Insurance Fund for payment of 2012 health insurance claims	661,000
<b><u>Expenditures:</u></b>			
3	Supplies, Utilities and Real Property Improvements	Use of prior year encumbrances that are not reflected in the 2013 budgets on this statement	
4	Contract services:	Payment of quarterly waiver match, and Medicaid Administrative Claims (MAC) fees	4,637,000 14,400

**SUMMIT COUNTY DD BOARD  
SUMMARY OF CHANGES IN FUND BALANCE  
DISCRETIONARY FUND  
FOR THE YEAR ENDED DECEMBER 31, 2013**

Fund Balance, 1/1/2013	\$ 79,912
Add Revenue:	
Donations	27,198
Interest income	89
	<u>27,287</u>
Less Expenditures	<u>23,181</u>
Ending Fund Balance, 12/31/13	<u><u>\$ 84,018</u></u>

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Delete Policy 7007 - Drug Testing and Compliance.	Policy Review	Approve deletion of Policy 7007.	<p>Policy 7007 is a drug testing policy that only applies to Summit DD employees holding a CDL (Commercial Driver's License).</p> <p>Summit DD adopted a comprehensive Drug Free Workplace Policy and procedure in 2013 that addresses drug and alcohol use by all employees, including those employees subject to rules under the Department of Transportation.</p> <p>Because the elements of Policy 7007 have been incorporated into the Agency's comprehensive Drug Free Workplace Policy it is duplicative and should be deleted.</p> <p>Recommended for approval by the January Services &amp; Supports Committee.</p>

Submitted By: Bill Payne

Date: 12/12/13

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

**COUNTY OF SUMMIT**  
**DEVELOPMENTAL DISABILITIES BOARD**

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**~~7007—DRUG TESTING AND COMPLIANCE~~**

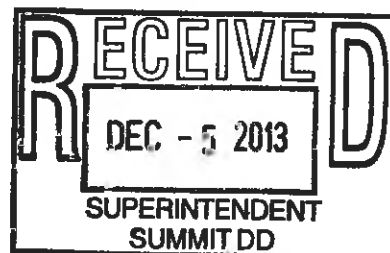
~~Summit DD is dedicated to providing safe, dependable, and economical transportation services to our transit system passengers. Summit DD employees are our most valuable resource within this endeavor. It is our goal to provide a safe working environment. In meeting these goals, it is our policy to:~~

- ~~1. Test all required Summit DD transportation staff for use of drugs and alcohol. Drug and alcohol tests will be done, at a minimum, in accordance with Department of Transportation requirements~~ **for CDL Drivers.**
- ~~2. Assure that employees are not impaired in their ability to perform assigned duties in a safe, productive and healthy manner.~~
- ~~3. Create a workplace environment free from the adverse effects of drug and alcohol abuse or misuse.~~
- ~~4. Prohibit the unlawful manufacture, distribution, dispensing, possession, or use of controlled substances.~~
- ~~5. Encourage employees to seek professional assistance anytime alcohol or drug dependency adversely affects their ability to perform their assigned duties.~~



**OHIO ASSOCIATION OF COUNTY BOARDS**  
SERVING PEOPLE WITH DEVELOPMENTAL DISABILITIES

MEMORANDUM



To: County Board of DD Presidents  
County Board of DD Superintendents

From: Blaine Brockman, Board President 

Subject: **2014 Membership Dues**

Date: December 1, 2013

On behalf of the Board of Trustees and Staff of the Ohio Association of County Boards Serving People with Developmental Disabilities (OACB), I would like to express our most sincere appreciation for your support over the past 12 months. For the eleventh consecutive year, OACB maintained 100% membership from all 88 county boards of DD. Our team has worked hard not only to earn your membership, but also to guarantee it remains a worthwhile investment for your county. Thank you for being a part of our organization.

As you know, we underwent a change in leadership this past year when Bridget Gargan was selected as our new Executive Director. Her transition into the Association has been seamless, and we could not be happier with her fresh perspective and new ideas for how we can improve our service offerings in the coming year. Many of those service offerings will be made possible by OACB's continued pursuit of available grant opportunities as well as other non-dues revenue producing programs. To learn more about our 2013 activities and 2014 plans, please attend the Annual Delegate Assembly on December 4, 2013 at 6:00 p.m. at the Hilton at Easton.

Attached to this memorandum is our 2014 Membership Dues Invoice. The invoiced amount remains at the 2007 level, marking the eighth consecutive year of "flat dues." Any member Board that needs an invoice with a January 2014 date should contact Betsy Galvin at 614-431-0616, or [bgalvin@oacbddd.org](mailto:bgalvin@oacbddd.org).

Thank you for your dedication and ongoing membership in OACB. As we enter our 30th anniversary year, OACB is committed to ensuring quality customer service and to helping our members enhance the lives of people with developmental disabilities.

c: Bridget Gargan, Executive Director  
OACB Board of Trustees



# INVOICE

OACB

73 E Wilson Bridge Road, Suite B1  
Worthington, OH 43085

Date	Invoice #
12/1/2013	14MD-74

Bill To
Summit CBDD 89 E. Howe Road Tallmadge, OH 44278

P.O. No.

Description	Amount
2014 OACB Membership Dues	75,000.00
Thank you for your support! Please include the invoice number on your checks payable to OACB.	
<b>Total</b> 75,000.00	
<b>Payments/Credits</b>	
<b>Balance Due</b> 75,000.00	

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

## County of Summit Developmental Disabilities Board

### MINUTES – ~~over~~

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

The **combined work session and regular monthly meeting** of the County of Summit Developmental Disabilities Board was held on Wednesday, December 18, 2013 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:00 p.m.

#### BOARD MEMBERS PRESENT

Randy Briggs, President  
Tom Quade, Vice President  
Jacqueline Cooper, Secretary  
Dave Dohnal  
Denise Ricks

#### BOARD MEMBERS EXCUSED

Karen Arshinkoff  
Meghan Wilkinson

#### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowksy, Assist. Superintendent  
Bill Payne, Senior Director of Board  
Services & Supports  
Billie Jo David, Director of  
Communications & Quality  
Tom Jacobs, Dir. of Operations/SHDC  
Eldridge Black, Dir. of Transportation  
Lynn Sargi, Director of HR  
Lindsay Bachman, Director of MUI  
Holly Brugh, Director of Children's Svs.  
Drew Williams, Director of SSA

Joe Eck, Director of Labor Relations  
Mira Pozna, Director of Fiscal  
Jerilyn George, Senior Director of  
SSA & Medicaid Services  
Carrie Roberts, Director of  
Community Employment  
Jean Fish, Director of Adult Services-  
Facility-Based  
Russ DuPlain, Director of Information  
Technology  
Maggi Albright, Recording Secretary  
and others

#### I. BOARD PRESIDENT WELCOMES NEW SUMMIT DD SUPERINTENDENT

Mr. Briggs welcomed new Summit DD Superintendent John J. Trunk to the organization on behalf of the Board and staff. He commented that former Superintendent Tom Armstrong served very successfully for twelve-year and took the Agency to the next level. Mr. Briggs light-heartedly commented that the Board expects nothing less from Mr. Trunk. Mr. Trunk stated he has had a great start and feels very welcomed by everyone. He commented that he looks forward to the longevity and success the Board President mentioned.

## **WORK SESSION** *(continued)*

### **II. COUNTY OF SUMMIT DEPARTMENT OF JOB AND FAMILY SERVICES (DJFS) CONTRACT RENEWAL**

Summit DD currently receives on-site assistance from a DJFS case worker to provide 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. The advantage to this arrangement allows for one case worker to address special issues and barriers that delay Medicaid enrollment. The contract was in place in 2013 but did not require Board approval. The request is to renew the contract with DJFS for the period January 1, 2014 through December 31, 2014 in an amount not to exceed \$65,000. Reimbursement would be made to DJFS on a monthly basis in the amount of \$5,417.00. Mr. Trunk noted staff indicate this collaboration has produced a great relationship. Mr. Quade asked if there is a change in the dollar amount of the contract from the previous year. Mr. Trunk replied that the contract cost remains the same. The 2013 contract did not require Board approval because it was for a shorter period of time. Funds are available in the budget and the contract renewal has been recommended for approval by the December Services & Supports and Finance and Facilities Committees.

### **III. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY**

UDS has been the provider of 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. 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. Funds are available in the budget and the November Finance & Facilities and Services & Supports Committees recommend approval of the 27 month contract with UDS.



## **WORK SESSION** *(continued)*

### **IV. 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. 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 for the group 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. 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. Mr. Trunk stated the Federal Part C dollars of approximately \$78,000 is a new source of revenue that will offset the contract amount. Mr. Briggs asked how many children are served through this contract. Mrs. Brugh replied there are approximately 600 children served through the year. Mr. Trunk added this agreement will position the Board as the sole provider of evaluations and assessments of Part C eligible children. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **V. 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 minimum wage.

## **WORK SESSION** *(continued)*

### **V. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE** *(continued)*

The previous contract figures were based on the number of hours individuals were scheduled to work, to include allowances for absences. There is now 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.

### **VI. 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. 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 60% of the cost. Mr. Briggs commented that the Board has had a great relationship with Metro over the years. Mr. Trunk stated he will be setting up a meeting with the Executive Director in the near future to discuss opportunities for further collaboration. Funds are available in the budget and the collaborative agreement has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **VII. 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

## **WORK SESSION** *(continued)*

### **VII. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT** *(continued)*

- 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 (RFP) for legal representation was conducted in May. Results were reviewed by the July HR/LR Committee, which recommended no change in provider. Mr. Quade indicated there is benefit in having continuity with using this firm. Mr. Briggs stated that the RFP conducted for this contract reflected the Blaugrund firm came in at the best rate. He further stated the larger firms in this area that have this type of expertise did not submit bids. Mr. Trunk added that he has worked with this firm in the past and they are very familiar with the developmental disabilities field and the services provided. Mr. Briggs noted the Blaugrund firm is located in Columbus where some of the Agency activities take place, there is a solid history of good service with this firm and the rates remain the same so he does not see a reason to change. Funds are available in the budget and the contract has been recommended for approval by the November HR/LR Committee.

### **VIII. 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 a limit relative to the number of users. Mr. DuPlain responded that there is, however, the limits are set high enough that we are not likely to exceed them. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities Committee.

### **IX. 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.

## **WORK SESSION** *(continued)*

### **IX. iDATA TECHNOLOGIES CONTRACT** *(continued)*

The request is to renew a contract with iData Technologies in an amount not to exceed \$81,000 in 2014. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities Committee.

### **X. 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. 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 individuals
- Maintaining no waiting lists for services
- Transitioning 10 graduates into community employment
- Partnering with 10 additional private childcare centers to support children in inclusive community childcare
- Supporting 25 additional 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

## **WORK SESSION** *(continued)*

### **X. 2014 DRAFT OPERATING PLAN *(continued)***

- 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

A public hearing was held on December 11<sup>th</sup> and the Plan was also reviewed by the Person Served Advocacy Committee (PAC). Suggestions have been incorporated into the Plan. Mr. Trunk commented that he is very impressed with all the work that went into developing the Plan and noted the Plan supports the Agency's mission and direction established for the organization and includes all parts of the strategic plan developed by the Board. The Operating Plan clearly identifies where the Agency is headed as well as strategies and states that the Board is working toward enabling persons served to become active citizens in their communities. He remarked that he is very excited about the Plan. Mr. Quade asked if there was a community event where the Plan was presented. Mrs. David replied that there was a public hearing held for one hour with several people from the community in attendance. In addition to the Plan being reviewed at the PAC and Superintendent Committees, it was also reviewed by the Child and Family Leadership Exchange (CFLE) and with the Provider Executive Council. There was also a press release announcing the Plan, letters sent to families and it was posted on the Agency website for 30 days. Approximately 5-6 letters were received that offered input. Mr. Trunk indicated there was residential community feedback around the need for partnership and planning for residential needs of persons served. Mr. Briggs commented staff did a very good job with the Plan and he is happy with the outcome; it is a very aggressive Plan. Mr. Trunk added he is impressed that the Board has no intent of standing still and his priority is to work with the Board and staff to move the Agency forward and this document will serve as the map to success. Mr. Quade commented this is the kind of document that he takes back to his office to show his staff what can be done; very nice job. The November Services & Supports, Finance & Facilities and HR/LR Committees recommend approval of the 2014 Operating Plan.

### **XI. 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. After questions about the policy revisions at the November Board Meeting, staff met with representatives of the Arc to review the proposed changes and to clarify that the Board remains committed to ensuring smaller community based Adult Services centers and doesn't intend to grow capacity at centers. Revised Policy 4030 has been recommended for approval by the November Services & Supports Committee.

## **WORK SESSION** *(continued)*

### **XII. NOVEMBER FINANCIAL STATEMENTS**

Revenue for the month of November reflects receipt of the second half homestead and rollback tax settlement of \$3,087,000. Expenditures for the month include payment of quarterly waiver administration fee of \$285,000, purchase of office furniture for the HR Department in the amount of \$43,600 and a budget transfer in the amount of \$1,385,183 to release funds out of most expenditure areas to move into Contract Services to fund the final quarterly waiver match payment. Mrs. Pozna commented the Board is still on track for deficit spending. The fund balance at the end of November is \$74,231,717. The November Financial Statements have been recommended for approval by the December Finance & Facilities Committee.

### **XIII. REVISED POLICY 1106 – REGULAR AND SPECIAL BOARD MEETINGS**

Policy 1106 is being revised to reflect the Board Meetings being moved to the fourth Thursday instead of the third Wednesday of each month.

The work session adjourned at 5:27 p.m.

## **BOARD MEETING**

The **regular monthly meeting** of the County of Summit Developmental Disabilities Board convened at 5:27 p.m.

### **I. CAUCUS – BOARD MEMBERS**

Mr. Briggs advised the annual organizational Board Meeting will be held on Thursday, January 23, 2014. At the organizational meeting, there will be an election of Board officers for 2014. Mr. Briggs asked Mr. Dohnal if he would be willing to serve as the Nominating Committee for this process. Mr. Dohnal accepted.

## **BOARD MEETING** *(continued)*

### II. PUBLIC COMMENT

Leeanne Saro, Executive Director of the Arc of Summit & Portage Counties, welcomed Mr. Trunk to the community and to Summit DD. She stated the Arc is excited about the direction of the Board. Ms. Saro said, as Mr. Berry, who is not present tonight, would say.... *"thanks to the Board and staff for all the hard work you do throughout the year. Happy Holidays!"*

### III. APPROVAL OF MINUTES

#### A. NOVEMBER 20, 2013 (work session and regular Board Meeting)

##### **R E S O L U T I O N** **No. 13-12-01**

Mrs. Cooper moved that the Board approve the minutes of the November 20, 2013 work session and regular Board Meeting, as presented in attachment #13. The motion, seconded by Tom Quade, was unanimously approved.

### IV. BOARD ACTION ITEMS

#### A. FINANCE & FACILITIES COMMITTEE

##### 1. UNITED DISABILITY SERVICES (UDS) CONTRACT – TWINSBURG FACILITY

##### **R E S O L U T I O N** **No. 13-12-02**

Mr. Quade moved that the Board approve a contract with UDS for the operation of the Twinsburg facility for the period January 1, 2014 through March 31, 2016, as presented in attachment #2, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Ricks, was unanimously approved.

##### 2. SUCCESS4KIDZ CONTRACT AMENDMENT

##### **R E S O L U T I O N** **No. 13-12-03**

Mrs. Ricks moved that the Board approve an increase to the 2014 contract with Success4Kidz in the amount of One Hundred Twenty Seven Thousand Three Hundred Dollars (\$127,300.00), for the total contract amount not to exceed Three Hundred Fifty Two Thousand Eight Hundred Dollars (\$352,800.00), as presented in attachment #3, and that the Superintendent be authorized to sign said contract amendment. The motion, seconded by Mrs. Cooper, was unanimously approved.

## **BOARD MEETING (continued)**

### **IV. BOARD ACTION ITEMS (continued)**

#### **A. FINANCE & FACILITIES COMMITTEE (continued)**

#### **3. WEAVER INDUSTRIES CONTRACT FOR BUS CLEANING ENCLAVE**

##### **R E S O L U T I O N**

##### **No. 13-12-04**

Mr. Dohnal moved that the Board approve a contract with Weaver Industries for the bus cleaning enclave for the period January 1, 2014 through December 31, 2014, in an amount not to exceed Fifty Two Thousand Nine Hundred Forty Two Dollars and Forty Cents (\$52,942.40), as presented in attachment #4, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

#### **4. METRO REGIONAL TRANSIT AUTHORITY COLLABORATIVE AGREEMENT**

##### **R E S O L U T I O N**

##### **No. 13-12-05**

Mrs. Cooper moved that the Board approve a collaborative agreement with Metro Regional Transit Authority for the period January 1, 2014 through December 31, 2014, in an amount not to exceed One Hundred Two Thousand Three Hundred Fifty Dollars (\$102,350.00), as presented in attachment #5, and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mr. Quade, was unanimously approved.

#### **5. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT**

##### **R E S O L U T I O N**

##### **No. 13-12-06**

Mr. Quade moved that the Board Board approve a contract with Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis for the period January 1, 2014 through December 31, 2014, in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000.00), as presented in attachment #6, 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)**

##### **6. PRIMARY SOLUTIONS CONTRACT**

###### **RESOLUTION No. 13-12-07**

Mrs. Ricks moved that the Board approve a contract with Primary Solutions for the period January 1, 2014 through December 31, 2014, in an amount not to exceed Sixty Four Thousand Seven Hundred Thirty Six Dollars (\$64,736.00), as presented in attachment #7, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

##### **7. iDATA TECHNOLOGIES CONTRACT**

###### **RESOLUTION No. 13-12-08**

Mr. Dohnal moved that the Board approve a contract with iData Technologies for the period January 1, 2014 through December 31, 2014, in an amount not to exceed Eighty One Thousand Dollars (\$81,000.00), as presented in attachment #8, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

##### **8. NOVEMBER FINANCIAL STATEMENTS**

###### **RESOLUTION No. 13-12-09**

Mrs. Cooper moved that the Board approve the November Financial Statements, as presented in attachment #11. The motion, seconded by Mr. Quade, was unanimously approved.

#### **B. SERVICES & SUPPORTS COMMITTEE**

##### **1. 2014 OPERATING PLAN**

###### **RESOLUTION No. 13-12-10**

Mr. Quade moved that the Board approve the 2014 Operating Plan, as presented in attachment #9. The motion, seconded by Mrs. Ricks, was unanimously approved.

## **BOARD MEETING** *(continued)*

### IV. BOARD ACTION ITEMS *(continued)*

#### B. SERVICES & SUPPORTS COMMITTEE *(continued)*

##### 2. REVISED POLICY 4030 – CAPACITY FOR CENTER BASED ADULT SERVICES

###### R E S O L U T I O N

###### No. 13-12-11

Mrs. Ricks moved that the Board approve revised Policy 4030 – Capacity for Center Based Adult Services, as presented in attachment #10. The motion, seconded by Mr. Dohnal, was unanimously approved.

#### C. OTHER

##### 1. REVISED POLICY 1106 – REGULAR AND SPECIAL BOARD MEETINGS

###### R E S O L U T I O N

###### No. 13-12-12

Mr. Dohnal moved that the Board approve revised Policy 1106 – Regular and Special Board Meetings, as presented in attachment #12. The motion, seconded by Mr. Quade, was unanimously approved.

### V. SUPERINTENDENT'S REPORT

#### A. DODD ACCREDITATION REVIEW UPDATE

The Ohio Department of Developmental Disabilities (DODD) Office of Provider Standards and Review completed its accreditation review of Summit DD. The Board is now required to submit a Plan of Correction (POC) to the Accreditation Office no later than forty-five days from receipt of the Final Accreditation Summary, which will be by January 24, 2014. After the POC is received, reviewed and approved a recommendation will be made to the DODD Director relative to the accreditation level. Mr. Trunk advised that Summit DD has received information that the Board is eligible for a four-year accreditation award which qualifies the Agency to submit best practice information for a fifth year in the accreditation process. Mr. Briggs commented this level of accreditation demonstrates tremendous staff commitment. Mr. Quade asked how best practices are established. Mr. Trunk replied one of the standard methods and tools is CARF accreditation and further noted that the Agency has many other areas, partnerships and practices that go above and beyond to be able to demonstrate best practice.

## **BOARD MEETING (continued)**

### **V. SUPERINTENDENT'S REPORT (continued)**

Mr. Trunk stated he has had a great experience at the Agency over the past 2 ½ weeks and people are making the transition seem effortless. He is making contact with staff, persons served, families, labor leadership and elected officials and plans an aggressive approach to becoming connected to the community. He thanked the Board for the opportunity to serve as Superintendent at Summit DD.

### **VI. PRESIDENT'S COMMENTS**

#### **A. COUNTY EXECUTIVE RUSS PRY'S APPOINTMENT OF JOE SIEGFERTH AND REAPPOINTMENT OF DENISE RICKS AND TOM QUADE TO SUMMIT DD BOARD**

Mr. Briggs stated Jackie Cooper is leaving the Board because she is terms-limited. He commented that words cannot express the meaningful value and balance Mrs. Cooper has brought to the Board during her many years of service; she is the E.F. Hutton of the Board – when she spoke, everyone listened. Mrs. Cooper will be missed by all. Mr. Briggs thanked her on behalf of the Board, staff and citizens of Summit County for her service. At the recommendation of County Executive Russ Pry, County Council appointed Joseph P. Siegfert to the Summit DD Board to fill Mrs. Cooper's vacancy. His first term will be from January 1, 2014 through December 31, 2017.

Mr. Siegfert served a probate appointed term on the Summit DD Board from 2007-2010 and served a portion of that term as Board Vice President.

Mr. Briggs stated that Mr. Siegfert demonstrated great leadership serving on the Board in the past and the Board is looking forward to his return. Current Board Members Thomas C. Quade and Denise L. Ricks were reappointed to the Board. The reappointments will be second terms for both Mr. Quade and Mrs. Ricks and those terms will run from January 1, 2014 through December 31, 2017.

#### **B. APPOINTMENT OF DAVE DOHNAL TO OACB BOARD OF TRUSTEES**

Dave Dohnal was appointed to the OACB Board of Trustees at the recent Delegate assembly. Mr. Dohnal will serve a two-year term from January 1, 2014 through December 31, 2015.

Mr. Briggs stated on behalf of the Board how proud the Board is of Summit DD and commented that it is staff who dedicate their lives to creating better and more inclusive opportunities for individuals with disabilities so that everyone feels like equal citizens. He wished everyone happy holidays.

There being no further business, the Board Meeting adjourned at 5:42 p.m.

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Jackie Cooper, Secretary

## December 2013 Executive Summary Dashboard

		YTD Total	Definition
<b>Total Annual Persons Served</b>		<b>4243</b>	<b>Unduplicated cumulative total of YTD Persons Served. Census line XI</b>
Total Adults		2083	Cumulative total of YTD adults. SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children		2161	Cumulative total of YTD children. EI and ages 3+, SSA Assigned, and school age registry. Note: Children who become adults during time period are also counted as adults.
<b>Total Waiver</b>		<b>1747</b>	<b>Unduplicated cumulative total of YTD count of individuals receiving a waiver. Census line IVB5</b>
IO		1121	Individuals receiving I/O funding. Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1		670	Individuals receiving level 1 funding. Note: if funding changes from Level 1 to IO, person counted in both waiver types
<b>Total Day Array</b>		<b>1879</b>	<b>Unduplicated cumulative total of YTD Persons Served receiving day array services. Census line IJH6</b>
Waiver funded		1657	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded		422	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
<b>Total Day Array Service Delivery</b>			
Summit DD		823	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider		1193	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
<b>Total NMT Service Delivery</b>		<b>1868</b>	<b>Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG</b>
Summit DD		844	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider		1239	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
<b>Total Homemaker Personal Care Supports</b>		<b>1633</b>	<b>Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII</b>
Shared 24/7 sites		170	# of sites individuals receive shared HPC services. Note: this represents congregate community sites
Foster sites		137	# of Foster Care sites. Note: This includes single and shared Foster care

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

# 2013 December Census

		Point In Time		Definitions
		Snapshot as of	Cumulative	
		12/31/2013	Year to Date	
<b>I CHILDREN'S SERVICES</b>				
<b>A EARLY INTERVENTION (EI)</b>				
1	Total EI Children Served Community Based	413	697	
<b>B Child Care (Birth to 3)</b>				
1	Calico - Summit DD Eligible Children	3	21	Age Birth - 3, center based, children with delays
2	Calico - Typical Children	9	11	Age Birth - 3, center based, typically developing
3	Community Child Care - (Community Partnerships for Inclusion)	10	16	Age Birth - 3, community partnership for inclusion
4	Total Children (Birth to 3) (unduplicated count) LB.1 through LB.3	22	46	
<b>C Child Care (3-5)</b>				
1	Child care ages 3 and up - Summit DD Eligible Children	13	30	Age 3-5, center based, children with delays
2	Child care ages 3 and up - Typical Children	17	44	Age 3-5, center based typically developing
3	Community Child Care - (Community Partnerships for Inclusion)	27	45	Age 3-5 community partnership for inclusion
4	Total Children ages 3 and up served (unduplicated count) LC.1 through LC.3	54	110	
5	TOTAL CHILDREN SERVED IN EI AND CHILD CARE (unduplicated count) LA.2 plus LB.4 plus LC.4	477	808	
<b>D TOTAL ENROLLMENT IN HEAD START (unduplicated count)</b>				
1	TOTAL CHILDREN ON SCHOOL AGE READY TO LEARN	121	808	NOT included in Total Lines Tracked
<b>E ADULT DAY ARRAY SERVICES</b>				
<b>A ADULT DAY ARRAY SERVICES</b>				
1	Summit DD OPERATED WAIVER FUNDED SERVICE			Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Vocational Habilitation	244	290	Services teach and reinforce concepts related to work
3	Day Support	85	86	Assessment, Personal care, Skill reinforcement
4	Vocational Habilitation/Day Support	158	181	Combination of Voc Hab and Day Support
5	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) ILA.1 through ILA.3	487	543	
<b>B ADULT DAY ARRAY SERVICES</b>				
1	Vocational Habilitation	40	48	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	14	19	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	15	18	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Summit DD Operated (unduplicated count) ILB.1 through ILB.3	69	80	Combination of Voc Hab and Day Support
5	TOTAL ADULT DAY ARRAY SERVICES - SUMMIT DD OPERATED (unduplicated count) ILA.4 plus ILB.4	556	616	
<b>C PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH</b>				
1	Vocational Habilitation	389	447	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Day Support	380	426	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	68	78	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) IL.C.1 through IL.C.3	809	867	Combination of Voc Hab and Day Support
<b>D PRIVATE PROVIDER LOCALLY FUNDED SERVICE</b>				
1	Vocational Habilitation	103	149	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	66	95	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	10	18	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) IL.D.1 through IL.D.3	174	243	Combination of Voc Hab and Day Support
5	TOTAL ADULT DAY ARRAY SERVICES PRIVATE PROVIDER (unduplicated count) IL.C.4 plus IL.D.4	983	1059	
6	TOTAL ADULT DAY ARRAY SERVICES (unduplicated count) ILB.5 plus IL.D.5	1628	1631	
<b>F SUMMIT DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH</b>				
1	Summit DD OPERATED EMPLOYMENT ENCLAVE			Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	32	45	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Summit DD Provided (unduplicated count) IL.E.1 through IL.E.2	83	94	Help people to perform work in a regular employment setting with minimal support
4	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED	112	135	
<b>F SUMMIT DD OPERATED EMPLOYMENT LOCALLY FUNDED</b>				
1	Supported Employment Enclave	7	12	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	57	64	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Summit DD Provided (unduplicated count) IL.F.1 through IL.F.2	64	75	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT DAY ARRAY SERVICES, EMPLOYMENT SUMMIT DD OPERATED (unduplicated count) IL.E.3 plus IL.F.3	175	207	
<b>G PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH</b>				
1	Supported Employment Enclave	83	96	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	14	17	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Private Provider (unduplicated count) IL.G.1 through IL.G.2	97	112	Help people to perform work in a regular employment setting with minimal support
<b>H PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED</b>				
1	Supported Employment Enclave	19	24	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	0	0	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Private Provider (unduplicated count) IL.H.1 through IL.H.2	19	24	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT DAY ARRAY SERVICES, EMPLOYMENT PRIVATE PROVIDER (unduplicated count) IL.G.3 plus IL.H.3	116	134	
5	TOTAL ADULT DAY ARRAY SERVICES (unduplicated count) IL.D.6 plus IL.H.4	280	329	
6	TOTAL ADULT SERVICES ARRAY (unduplicated count) IL.D.6 plus IL.H.5	1795	1878	



# 2013 December Census

				Point In Time Snapshot as of 12/31/2013	Cumulative Year to Date	Definition
<b>III SSA ONLY</b>						
A	Children - SSA Assigned	110	186	Age 3-21 - SSA Assigned, No Other Services Provided		
B	Adults - SSA Assigned	106	204	Age 22 and over - SSA Assigned, No Other Services Provided		
C	<b>TOTAL SSA ONLY (unduplicated count) II A thru II B</b>	216	392			
<b>IV HOME AND COMMUNITY BASED WAIVERS</b>						
<b>DD WAIVERS</b>						
1	Number of Waivers requested		65	As requested by Summit DD		
2	Number of Waivers ODD awarded	7	74	As awarded by ODD		
3	Number of Waivers Filled	1061	1121	Waivers in active use		
4	Living independently in community w/ Homemaker Personal Care Supports	358	439	In-Home supports in family home or persons' own residence		
5	Foster Homemaker Personal Care	185	206	Person living with care giver not a family member		
6	24/7 shared staffing for Homemaker Personal Care Supports	543	681	Person receiving 24/7 paid staff supervision support		
<b>LEVEL ONE WAIVERS</b>						
1	Number of Waivers requested		65	As requested by Summit DD		
2	Number of Waivers ODD awarded	3	53	As awarded by ODD		
3	Number of Waivers Filled	616	670	Waivers in active use		
4	Living independently in community w/ Homemaker Personal Care Supports	306	386	In-Home supports in family home or persons' own residence		
5	<b>TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV A, B plus IV D, E</b>	1705	1747			
<b>V Summit DD FUNDED SUPPORTED LIVING</b>						
A	Living independently in community w/ Homemaker Personal Care Supports	92	135	Summit DD pays 100% local for individuals not enrolled on Waiver		
B	Foster Homemaker Personal Care	2	8	In-Home supports in family home or persons' own residence		
C	24/7 shared staffing for Homemaker Personal Care Supports	6	21	Person living with care giver not a family member		
D	<b>TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V A through V D</b>	99	164	Person receiving 24/7 paid staff supervision support		
<b>VI INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)</b>						
		62	86	Cumulative YTD #s may be duplicated across service categories		
<b>VII INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)</b>						
		57	57	Individuals residing in a Nursing Home funded by ODD's, and is an option for persons served		
<b>VIII TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IN ALL SERVICES (unduplicated count)</b>						
		1629	1633	Cumulative total of YTD residential supports is unduplicated		
<b>IX TRANSPORTATION</b>						
A	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	487	579	Transportation to and from Day Army services, Summit DD contributes 40% Match		
B	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	214	320	Transportation to and from Day Army services, Summit DD pays 100% local		
C	<b>TOTAL NUMBER OF PERSONS SERVED Summit DD OPERATED TRANSPORTATION (unduplicated count) IX A plus IX B</b>	693	899			
D	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	949	1011	Transportation to and from Day Army services, Summit DD contributes 40% Match		
E	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	210	286	Transportation to and from Day Army services, Summit DD pays 100% local		
F	<b>TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX C plus IX E</b>	1156	1239			
G	<b>TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX C plus IX F</b>	1765	1868			
<b>X QUALITY OF LIFE ACTIVITIES</b>						
A	Special Olympics			Summit DD pays 100% local		
B	Baseball	58	633	number of people that participated in year around sports training and athletic competition (duplicate of number of people that participated in Social and Rec. for individuals employed in the community.		
C	College For Living	100	888	number of people that attended Educational and Leisure classes offered this quarter.		
D	Camp	55	745	number of people that attended summer camps for school-aged students. (reported end of Aug)		
E	Family Support Services Plan	N/A	216	number of people that were awarded FSS dollars for respite, Adaptive Equi. or home mod.		
F	Other	6	286			
G	<b>TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X A through X F</b>	N/A	N/A			
<b>XI TOTAL ANNUAL PERSONS SERVED (unduplicated count)</b>						
		219	2749	Includes duplicates, NOT included in Total Lives Touched		
<b>XII WAITING LISTS</b>						
A	Adult Day Army services	0		Cumulative total of YTD Persons served receiving some type of service or support SSA Assigned, Calico, Early Intervention, typically Developing Children, School Age Registry		
B	24/7 shared staffing for Homemaker Personal Care Supports	0				
C	Individual Options Waiver	1844		Waiting for Voc Rehab, Day Support, and/or Supported Employment longer than 45 days		
D	Level One Waiver	1279		Waiting to receive 24 x 7 paid staff supervision support		
				Waiting for an individual Options waiver slot		
				Waiting for a Level One waiver slot		



## **Summit DD 2013 4th Quarter MUI Summary**

- 1) **Performance measures** have remained relatively stable.
    - a. 24 hour conformance exceeded goal at **99%**. **Goal- 97%**
    - b. Timely closure of cases exceeded goal at **100%**. **Goal- 95%**
    - c. Questions answered timely exceeded goal at **99%**. **Goal-95%**
  - 2) **MUIs investigated** have an *decreased* trend.
    - a. First Quarter of 2013- 307
    - b. Second Quarter of 2013- 337
    - c. Third Quarter of 2013- 385
    - d. Fourth Quarter of 2013- 302
  - 3) **MUIs substantiated** have a *decreased* trend.
    - a. First Quarter of 2013- 108 (out of 191 Protocol investigations) **57%**
    - b. Second Quarter of 2013- 109 (out of 192 Protocol investigations) **57%**
    - c. Third Quarter of 2013- 70 (out of 251 Protocol investigations) **48%**
    - d. Fourth Quarter of 2013- 38 (out of 172 Protocol investigations) **22%\***
- \* 55 cases pending.
- 4) **Number of LE/CSB referred- 152**
  - 5) **Number of LE notifications only- 135**
  - 6) **Number of open cases- 17 (compared to 29 third quarter)**
  - 7) **Number of cases where charges were filed- 9 (compared to 7 third qtr.)**
  - 8) **Number of cases requested for Abuser Registry Review-2**
  - 9) **Number of Summit Co. PPIs added to the Abuser Registry-3**

### **New Rule Category designations:**

Category A: Investigated by Law enforcement/CSB and/or Investigative Agent  
(formerly Protocol investigations)

Category B: Investigated by IA

Category C: Reviewed for accuracy and accepted by IA

#### **Category A cases**

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

#### **Category B cases**

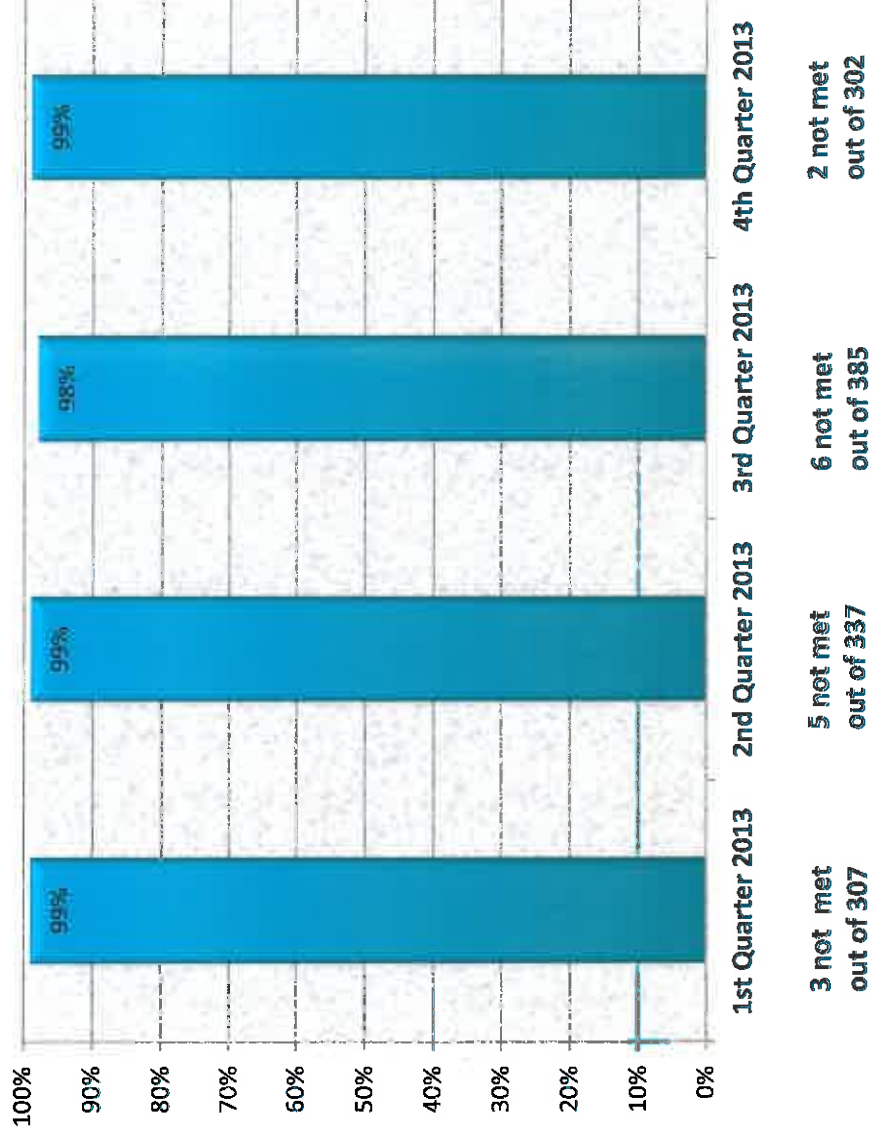
Prohibited Sexual Relations  
Rights Code Violations  
Attempted Suicide  
Non-suspicious or Natural Death  
Missing Individual  
Known Injury  
Unknown Injury  
Medical Emergency

#### **Category C cases**

Law Enforcement  
Unapproved Behavior Support  
Unscheduled Hospitalization

## 24 Hour Conformance

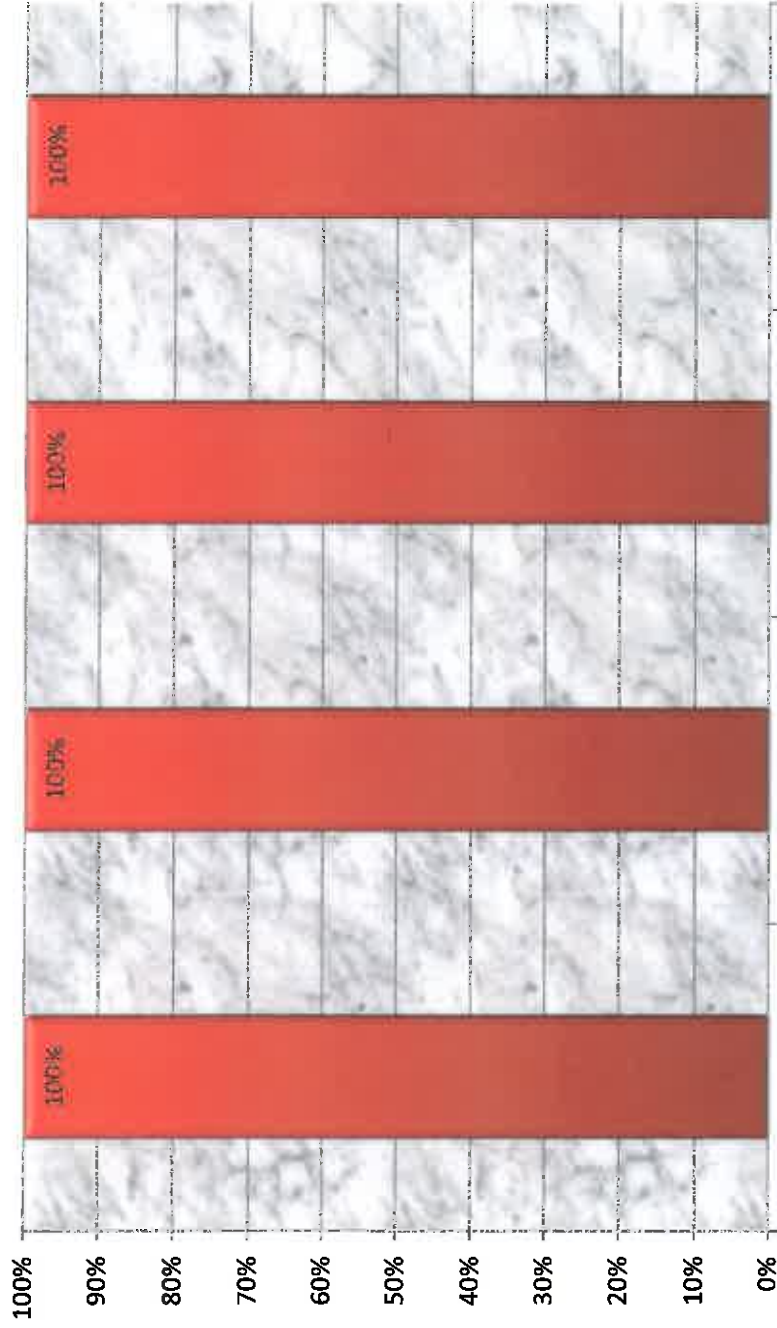
Goal 97%





# Timely Closure of Cases

## Goal 95%



0 not met  
out of 296

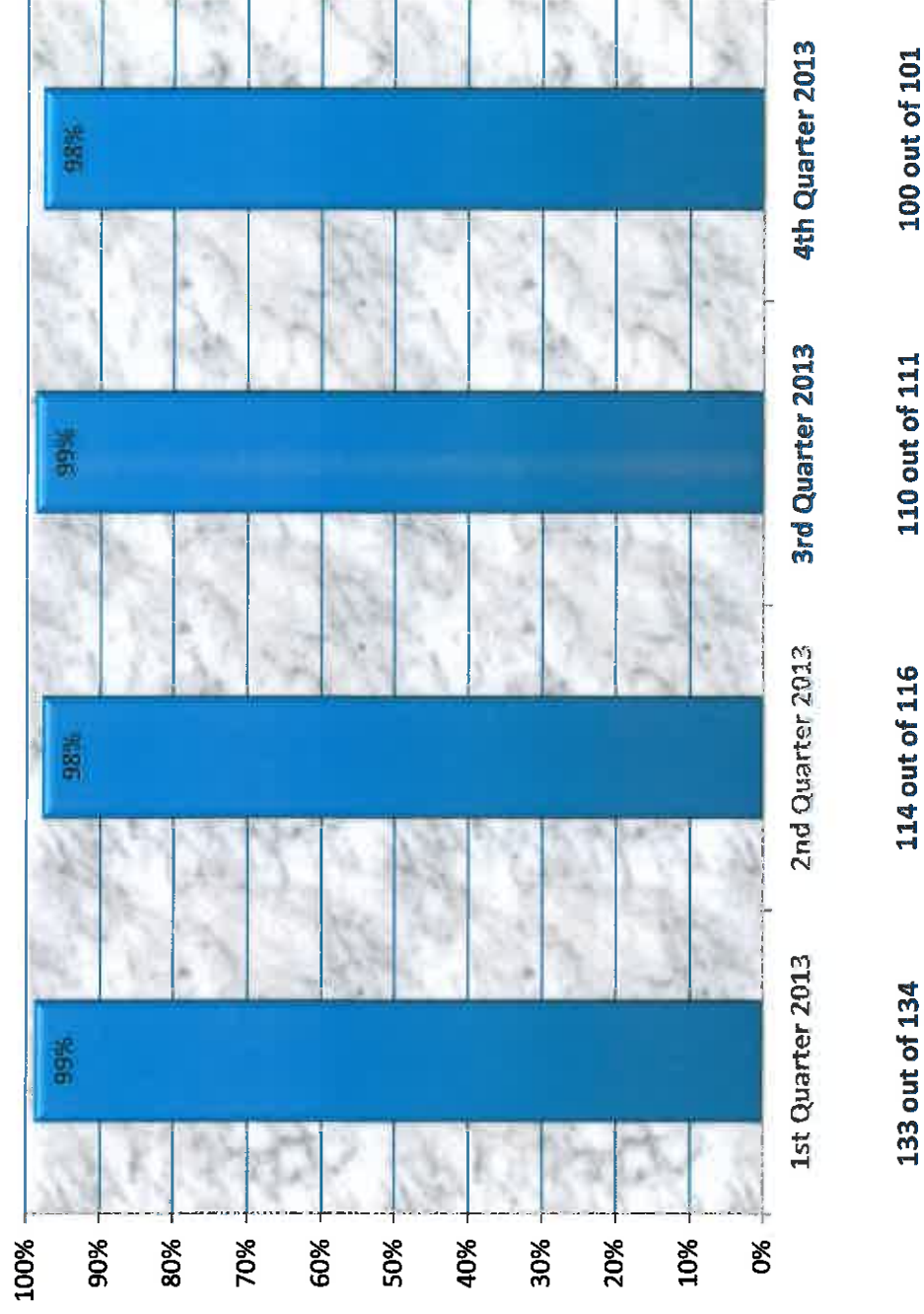
1 not met  
out of 338

0 not met  
out of 362

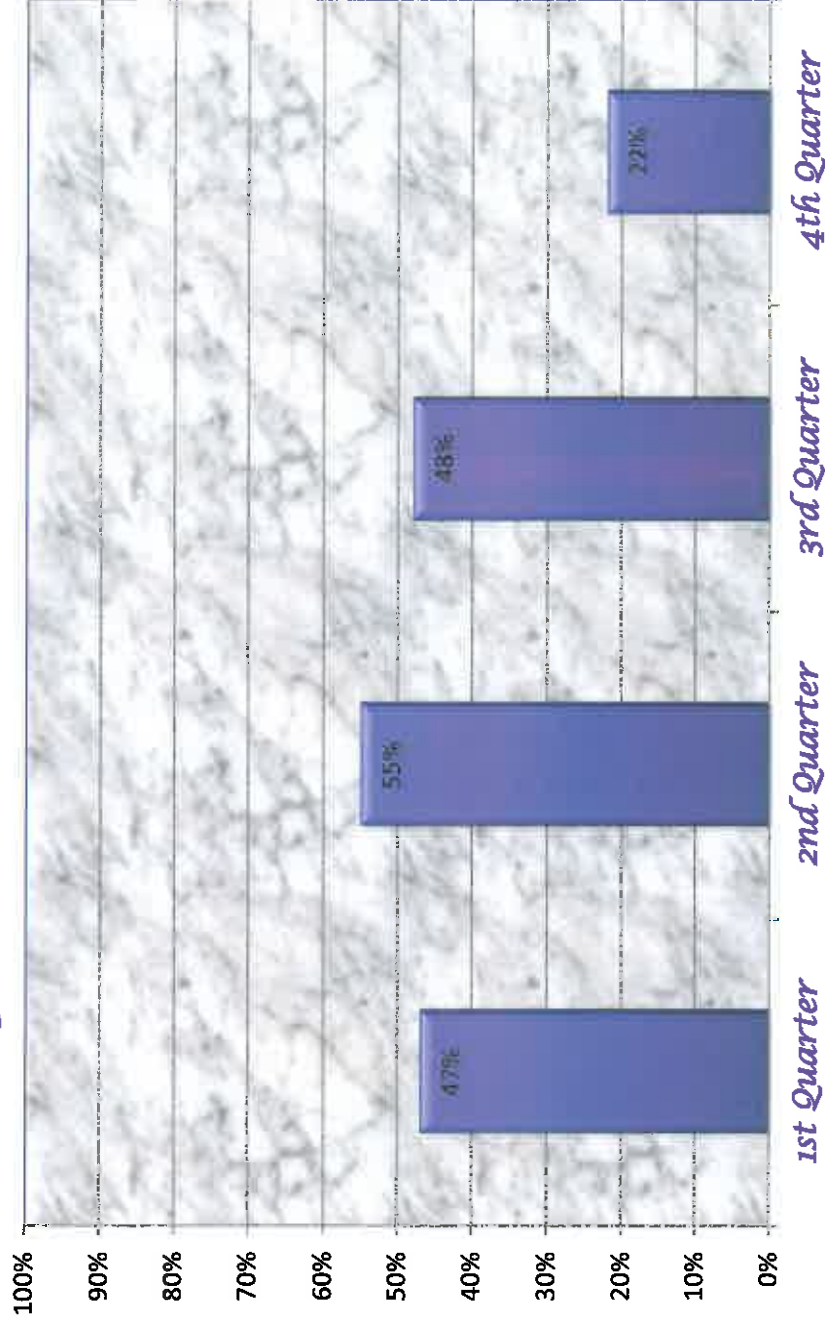
0 not met  
out of 345

# Questions Answered Timely

Goal 95%



# Total Protocol MUIs Substantiated for 2013 (55 cases are pending)



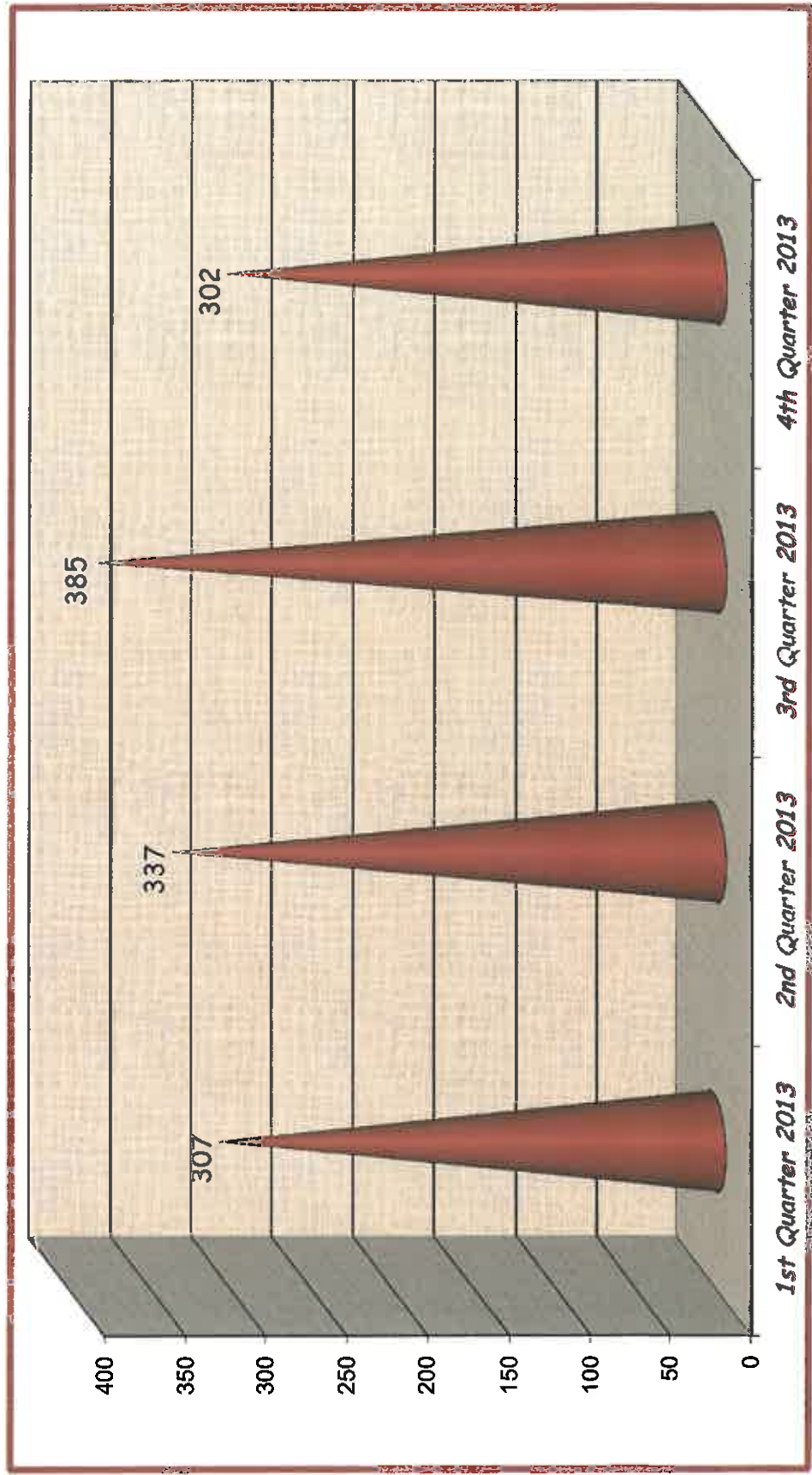
73 out of  
156 Protocol  
Cases

92 out of  
168 Protocol  
Cases

111 out of  
230 Protocol  
Cases

38 out of  
172 Protocol  
Cases

**TOTAL MUI 's INVESTIGATED 2013**



## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Operating Plan Results --2013 Results	Report on the status of 2013 Operating Plan measures	No Board action required	<p>17 of 19 are performing within goal levels. Overall Summit DD scored a 4.6 on a scale of 1 to 5, with a goal of 4.</p> <p>2013 highlights include:</p> <ul style="list-style-type: none"> <li>• 4,243 total individuals supported, exceeding the projection of 4,135 and representing a 2% increase from 2012.</li> <li>• There was no waiting list for day and residential services.</li> <li>• The community partnership for inclusion program offered inclusion supports for 61 children in 2013. This exceeds the goal of 25 children and represents a 126% increase from 2012.</li> <li>• Supports offered at a high level of satisfaction with 89% of persons served satisfied and 87% of parents satisfied.</li> <li>• Timely closure of MUI cases continues to be 100%.</li> <li>• 87% of adults receive funding from sources other than local tax dollars, ensuring the long-term sustainability of Summit DD supports.</li> </ul> <p>Areas below goal:</p> <ul style="list-style-type: none"> <li>• # of adults employed in integrated employment: currently 329 adults are employed in community-based, integrated settings, below the goal of 369 adults. There has been a 24% increase in the number of adults employed in the community since the start of 2013. Summit DD continues to implement the Employment First Initiative to meet this goal.</li> <li>• Total Medicaid reimbursement to Summit DD for services provided: approximately \$13.1 million received, with a goal of \$15.4 million. Billing is still being processed for the fourth quarter, that dollar value is expected to increase as additional reimbursements are received.</li> </ul>

Submitted By: Billie Jo David For: x Superintendent / Assistant Superintendent

Date: 1/15/2014          Finance & Facilities Committee

         Services & Supports Committee

         HR/LR Committee

         Ethics Committee

Pillar Dashboard						
Criteria	Quality Services for Persons Served	Customer Satisfaction	Employee Engagement	Provider Collaboration	Sustainability	Citizenship
Pillar Value	4.5	4	4.7	5	4.3	5.0
Pillar Goal	4	4	4	4	4	4

3rd Quarter Average	Total Possible Value
4.6	5



Pillar of Excellence: Quality Services for Persons Served						
Criteria	Total Annual Persons Served	Day Program Waiting List	Residential Waiting List	# of adults employed in Integrated employment	# of CPI sites	# of children served in CPI sites
2013 Goal	4135	0	0	369	20	25
Performance	4243	0	0	329	26	61
5	4135+	0	0	>369	>21	>29
4	4073 to 4134	1 to 30	1 to 30	369 to 350	15 to 20	25 to 28
3	3950 to 4072	31 to 60	31 to 60	349 to 332	10 to 14	21 to 24
2	3831 to 3949	61 to 70	61 to 70	331 to 316	5 to 9	18 to 20
1	<3831	>70	>70	<315	>5	<18
Value	5	5	5	2	5	5

Pillar Value	Total Possible Value
4.5	5

Pillar of Excellence: Customer Satisfaction				
Criteria	Person served satisfaction	Parent/guardian satisfaction	Familiarity with services	% of residents that Support Inclusion
2013 Goal	90.50%	90%	39.4%	77.0%
Performance	89.10%	87.10%	33.4%	76.9%
5	>90.5%	>90%	>34.4%	>77%
4	85.5% to 90.5%	85% to 90%	29.4 - 34.3%	74 - 76.9%
3	80.5% to 85.4%	80% to 84.4%	24.4 - 29.3%	71 - 73.9%
2	75.5% to 80.4%	75% to 79.9%	19.4 - 24.3%	68 - 70.9%
1	<80.4%	>75%	>19.3%	<67.9%
Value	4	4	4	4

Pillar Value	Total Possible Value
4	5



Pillar of Excellence: Employee Engagement					
Criteria	Employee satisfaction	Voluntary employee turnover*	Productivity rate for services staff	Productivity rate for support staff	
2013 Goal	73%	0.6%	75%	75%	
Performance	73.9%	N/A	88%	78.0%	
5	>73.9%	<0.6%	<75%	<75%	
4	70.9% to 73.9%	1% to 0.6%	68% to 75%	68% to 75%	
3	68.9% to 70.8%	1.05% to 1.01%	60% to 67%	60% to 67%	
2	66.9% to 68.8%	1.10% to 1.06%	52% to 59%	52% to 59%	
1	<66.9%	>1.1%	>52%	>52%	
Value	4	N/A	5	5	

\* available 4th quarter

Total Possible Value	
Summit DD Value	47
	5

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

Pillar Value	Total Possible Value
5	5

Pillar of Excellence: Sustainability				
Criteria	Administrative costs as a % of total budget	Total Medicaid reimbursement to private providers for services provided	Total Medicaid reimbursement to Summit DD for services provided	% of adult persons served receiving funding from sources other than local tax dollars
2013 Goal	8%	\$60 M	\$15.4 M	85%
Performance	8.0%	\$70.6 M	\$13.1 M	87.0%
5	<8%	>60 M	>15.4 M	>85%
4	8.5% to 8%	>=54 M	>=13.8 M	80% to 85%
3	9% to 8.4%	>=48.6 M	>=12.5 M	75% to 79.9%
2	9.5% to 8.9%	>=43.7 M	>=11.2 M	70% to 74.9%
1	>9.5%	<39.3 M	<11.2M	<70%
Value	4	5	3	5

Pillar Value	Total Possible Value
4.3	5

Pillar of Excellence: Citizenship		
Criteria	% of staff that contribute to United Way	# of Summit County Organizations supported
2013 Goal	25.0%	24
Performance	25.0%	32
5	>25%	>24
4	20% to 25%	22 to 24
3	15% to 19.9%	19 to 21
2	10% to 14.9%	16 to 18
1	5% to 9.9%	<16
Value	5	5

Summit DD Value	Total Possible Value
5	5