

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

# **AGENDA**

Thursday, May 29, 2014  
Administrative Board Room  
**5:00 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. POLICIES:
  - A. REVISED POLICY 2006 – VIOLENCE-FREE WORKPLACE AND WEAPONS
  - B. REVISED POLICY 2023 – NEPOTISM
  - C. REVISED POLICY 2028 – DRUG-FREE WORKPLACE
  - D. REQUEST FOR DELETION - POLICY 2005 – CONCEALED WEAPONS

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

- II. SHERIFF'S CONTRACT FOR SECURITY AND CRIMINAL INVESTIGATION SERVICES
- III. SUMMIT HOUSING DEVELOPMENT CORPORATION AGREEMENT
- IV. SUMMIT HOUSING DEVELOPMENT CORPORATION – DEVELOPMENT FUND
- V. OSWALD COMPANIES CONSULTING CONTRACT

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

- VI. APRIL FINANCIAL STATEMENTS
- VII. REVIEW OF DIRECT SERVICE CONTRACT

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. APRIL 24, 2014 (Work Session and Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. SHERIFF'S CONTRACT FOR SECURITY AND CRIMINAL INVESTIGATION SERVICES
    - 2. SUMMIT HOUSING DEVELOPMENT CORPORATION AGREEMENT
    - 3. SUMMIT HOUSING DEVELOPMENT CORPORATION – DEVELOPMENT FUND
    - 4. APRIL FINANCIAL STATEMENTS
  - B. HR/LR COMMITTEE
    - 1. OSWALD COMPANIES CONSULTING CONTRACT
  - C. ETHICS COMMITTEE
    - 1. DIRECT SERVICE CONTRACT
- VII. SUPERINTENDENT'S REPORT
  - A. ADULT SERVICES SELF-DIRECTED DAY PROGRAM PILOT
- VIII. PRESIDENT'S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Revision of Board Policies 2006 Violence-Free Workplace and Concealed Weapons; 2023 Nepotism; and 2028 Drug-Free Workplace.	Consolidation and clarification of three Human Resource policies.	Approval of revised Policies 2006, 2023, and 2028 as presented.  Elimination of Policy 2005 – Concealed Weapons.	<p>A review of Summit DD's Human Resource policies determined consolidation and/or clarification was warranted:</p> <ul style="list-style-type: none"> <li>• 2006 Violence Free Workplace – The proposed policy consolidates current Policies 2005 – Concealed Weapons and 2006 – Violence Free Workplace.</li> <li>• 2023 Nepotism – Proposed revisions reflect current best practice and expands the focus of the policy.</li> <li>• 2028 – Drug Free Workplace – Summit DD's Drug Free Workplace procedure was updated earlier this year. Proposed revisions better align the language of the policy with the procedure recently implemented.</li> </ul> <p><b>Recommended for approval by the May HR/LR Committee.</b></p>

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent  
May 13, 2014 Finance & Facilities Committee  
X Services & Supports Committee  
HR/LR Committee

# COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

---

## 2006 – VIOLENCE-FREE WORKPLACE **AND WEAPONS**

Summit DD is committed to **creating and maintaining** providing a **safe** work environment that is free from violence, **deadly weapons or dangerous** ordnance.

This policy applies to all Board staff and ~~program participants~~ **individuals receiving supports in a Summit DD workplace**. Workplace includes any Summit DD owned or operated building, Summit DD property, any place where a Summit DD-related activity, event or function is conducted, Summit DD vehicle, and/or Summit DD approved vehicle used to and from a Summit DD or Summit DD-related activity, event or function, such as a field trip or athletic event where persons served are under the jurisdiction of the Board.

Any acts or threatened acts of violence will not be tolerated. Summit DD staff engaging in threatening and/or violent behavior will be subject to discipline, up to and including dismissal **termination of employment**.

**Unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto or into any Summit DD property, Summit DD owned /operated vehicle or any locations where Summit DD conducts business and/or where Summit DD sponsors events.** Weapons are defined as firearms, knives, clubs, chains or any other implement intended for use as a weapon. ~~shall not be brought onto the premises of any site or into any vehicle operated by the Summit DD.~~ **It is also prohibited for persons to possess a firearm or other deadly weapon(s) in his/her own motor vehicle that is parked on Summit DD property or locations where Summit DD conducts business, including Summit DD sponsored events.**

Violations will **be subject to discipline, up to and including termination of employment and/or criminal prosecution** ~~result in the confiscation of the weapon, suspension and calling of the police for possible prosecution of concealed weapons or illegal firearms charges, as appropriate.~~

**Summit DD will post at all of its facilities a notice in a conspicuous location prohibiting persons from carrying weapons. The absence of such notice shall not negate or cancel this policy.**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

---

***REQUESTED FOR DELETION***

**2005 – CONCEALED WEAPONS**

Summit DD is committed to creating and maintaining a safe workplace free from deadly weapons or dangerous ordnance.

Therefore, unless otherwise authorized by law, pursuant to the Ohio Revised Code, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto or into any Summit DD property, Summit DD owned/operated vehicle or any locations where Summit DD conducts business and/or where Summit DD sponsors events. It is also prohibited for persons to conceal a firearm or other deadly weapons in his/her own motor vehicle that is parked on Summit DD property or locations where Summit DD conducts business, including Summit DD sponsored events.

In addition, a valid license to carry a concealed handgun does not authorize a person to carry a concealed handgun onto or into any Summit DD property, Summit DD owned/operated/leased vehicle or locations where the Summit DD conducts business and/or Board sponsored events or in a person's own motor vehicle that is parked on Summit DD property or locations where the Board conducts business and/or Summit DD sponsored events.

Summit DD will post at all of its facilities a notice in a conspicuous location prohibiting persons from carrying a concealed weapon. The absence of such notice shall not negate or cancel this policy.

# COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

---

## 2023 - NEPOTISM

~~It is the policy of the Summit DD that no employee shall occupy a position in which he/she could directly supervise or otherwise influence a decision in favor of or against another member of his/her family. If such a condition should arise, Summit DD shall make all attempts necessary to reassign the employee within the Agency.~~

**Summit DD strives to ensure that Agency practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotion, direction and evaluation. Close relatives, partners, those in a dating relationship or members of the same household are not permitted to be in positions that have a reporting responsibility to each other. If such a condition should arise, Summit DD shall attempt to make alternative arrangements which may include, but is not limited to, reassignment within the Agency or removing the responsibility or influence to hire, promote, direct or evaluate.**

**Close relatives are defined as: spouse, domestic partner, mother, father, sister, brother (biological or adopted), foster child, step-child, legal ward, grandparent, grandchild, first cousin, aunt, uncle, niece, nephew, mother-in-law, father-in-law, sister-in law, brother-in-law, daughter-in-law, son-in law, or corresponding step-relatives or corresponding relatives of the employee's partner, other persons for whom the employee is legally responsible and anyone who stood in loco parentis (acting in place of a parent and assuming the parent's rights, duties and responsibilities) to the employee of a child.**

**If two employees begin a dating relationship or become relatives, partners, or members of the same household and if one party is in a supervisory position, that person is required to inform the Human Resources Department of the relationship.**

**Summit DD reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.**

**Internal and external applicants are required to self-disclose, at the time of application, if the position for which they are applying reports to or supervises a family member.**

# COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

---

## 2028 - DRUG-FREE WORKPLACE

The Summit County Board of Developmental Disabilities ~~strives~~ **is committed** to providing excellent service to individuals served and to establish a productive and satisfying work environment. ~~With this philosophy, it is the policy of Summit DD to provide a workplace free of alcohol and drugs and to take reasonable measures to ensure that employee alcohol and drug abuse does not exist. It is unlawful to manufacture, distribute, dispense, possess, use, or work under the influence of a controlled substance, including prescription drugs and alcohol, while in any of the facilities of the Board or off-site locations where the Agency provides services or conducts business, is strictly prohibited. Controlled substances include, but are not limited to narcotics, marijuana, stimulants, depressants, hallucinogens, and any other unlawful drugs.~~ **This commitment is jeopardized when any employee engages in the use, possession, sale, conveyance, distribution or manufacture of illegal drugs, intoxicants or controlled substances or abuses legal or illegal drugs or alcohol. Summit DD maintains a work environment that is free of the use and possession of alcohol and drugs by Agency employees. All employees are expected and required to report to work as scheduled in a sober and reliable state, free of the influence of alcohol and drugs and to remain free of the same while on the job.**

~~Notwithstanding the foregoing, this policy does not apply to those individuals taking prescribed medications under and in accordance with medical supervision.~~

Violation of or failure to adhere to this policy and procedure shall result in disciplinary action up to and including termination **of employment.**

# TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> <li>Security and Criminal Investigation services for Summit DD</li> </ul>	<ul style="list-style-type: none"> <li>Safety and security of persons served and staff at Summit DD and the continuance of thorough criminal investigations on behalf of individuals served by the county board.</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 and increase investigation services at a cost not to exceed \$301,474.14.</li> </ul>	<p>Service Area: Summit DD Health and Safety</p> <p># of Individuals Currently Served: 4135</p> <p>Additional # of Individuals Served:</p> <p>Total Cost: \$ 301,474.14 (combination of contracts plus additional full-time detective)</p> <p>Amount of Increase/Decrease: \$103,579.57</p> <p>Satisfaction: To date, 101 criminal cases investigated, 20 arrests/warrants issued, 21 cases currently open, 17 convictions (7 pending). Conviction rate for cases prosecuted-100%. (Prior to contract for approx. the same length of time, 13 criminal cases investigated, 4 arrests, 2 convictions.)</p> <ul style="list-style-type: none"> <li>Summit DD continues to assess security protocols in place at Summit DD facilities. Upon review, it was recommended that a deputy patrol all Summit DD facilities on a rotating basis to increase the likelihood of providing a safe working and learning environment for persons served and staff</li> <li>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. This patrol has been expanded to cover all Summit DD facilities. Employee and person served training have been incorporated into the deputy's duties.</li> </ul>

Submitted By: Lindsay Bachman

For:

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

Date: 4/10/2014

# County of Summit Developmental Disabilities Board

## TOPIC SUMMARY REPORT

		<ul style="list-style-type: none"><li>Summit DD continues to believe that having dedicated detective services to investigate criminal MUIs will increase the number of cases prosecuted and ensure that all potentially criminal cases are reviewed and followed up on.</li><li>Due to the number of cases that are going forward not only in the Court of Common Pleas but also through municipal court systems, an additional full time detective is being requested to take on case overload and compensate for time being spent with prosecutors building cases.</li><li>More than half of Detective Storad's arrests were cases reported to local jurisdictions that chose not to investigate.</li><li>Training of Summit County Law Enforcement will begin May 2014 with the hope that local jurisdictions will begin picking up cases. This training will be on-going on a quarterly basis.</li><li>Proposed contract with the Summit County Sheriff's Office is for a one year term commencing June 1, 2014 through May 31, 2015</li><li>Reviewed and approved by the Finance and Facilities &amp; Service and Supports committees.</li><li>Funds are available in the 2014 budget for existing contract. (Exploring with the ADM Board possible joint funding of new detective for this contract term.)</li></ul>
Recommended for approval by the April Finance & Facilities and Services & Supports Committees		

Submitted By: Lindsay Bachman For: Superintendent / Assistant Superintendent  
Finance & Facilities Committee  
Services & Supports Committee  
HR/LR Committee  
Ethics Committee

Date: 4/10/2014

County of Summit Board of Developmental Disabilities  
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Renew two year (2) contract between Summit DD and Summit Housing Development Corp.	Both Boards recognized the need to have an agreement between Summit housing Development Corp. and Summit DD Board.	Recommend approval to renew two year (2) contract between Summit Housing Development Board and Summit DD Board expiring on 6/30/2014.	<p>Summit Housing Development Corp. is a not-for-profit 501C(3), which owns 80 homes for individuals with development disabilities.</p> <p>Presently Summit Housing Development Corp serves 252 consumers in their homes.</p> <p>The proposed contract term is from 7/1/2014 through 6/30/16</p> <p>No other changes to the new contract vs. existing contract.</p> <p><b>Recommended for approval by the April Finance &amp; Facilities Committee</b></p>

Submitted By: Tom Jacobs \_\_\_\_\_

Date: April 10, 2014 \_\_\_\_\_

For: \_\_\_\_\_ Superintendent / Assistant Superintendent  
☒ Finance Committee

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

**HOUSING SERVICES AGREEMENT  
BETWEEN  
SUMMIT DD BOARD  
AND  
SUMMIT HOUSING DEVELOPMENT CORPORATION**

This Contract is entered into on this 1<sup>st</sup> day of July, 2014 by and between the Summit DD Board (hereinafter referred to as "Board") and The Summit Housing Development Corporation (hereinafter referred to as "Corporation"), for the purpose of acquiring housing for eligible individuals receiving Supported Living Services or Supported Living under a Home and Community Based Services Waiver.

WHEREAS, the parties desire to enter into an agreement setting forth the terms of their arrangement to ensure adequate and appropriate housing for persons with developmental disabilities, to delineate a mutually acceptable role for Corporation to assist the Board by developing, acquiring, managing, obtaining financing for and locating housing for such persons, to assure Corporation's financial viability during the term of this and any successor agreements, and to facilitate the transition of Corporation to an independent entity that will continue to assist the Board with housing for the developmentally disabled; and

WHEREAS, the parties have previously maintained a contract which was in effect from July 1, 2012 through June 30, 2014

Now therefore, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

**Article I: Term**

This Contract shall become effective on July 1, 2014 and shall remain in force and effect for a period of two (2) years, up to and including June 30, 2016

Unless this Agreement is specifically terminated in writing with ninety (90) days prior notice by either party in accordance with Article VI.A.I., no less than sixty (60) days prior to the expiration of the term of this Agreement, the parties agree to negotiate in good faith for a renewal term. If, at the end of the sixty (60) day period, the parties have not negotiated a successor contract, this Agreement shall expire.

**Article II: Corporation Obligations**

A. The Corporation shall do all of the following regarding property purchases, in accordance with Article III.A. and III.B. hereof, when such purchases are requested by the Board:

1. The Corporation shall purchase or construct and hold title to residential property at the request of the Board when the Board has identified the housing needs of individuals with developmental disabilities in Summit County, and shall undertake such other activities as required in cooperation with the Board in order to implement the Supported Living and Home and Community-Based Waiver Program of the Ohio Department of Developmental Disabilities and of the Board.

2. In accordance with the duties required of the Board under Article III.H, the Corporation shall cooperate with Board staff for purposes of coordinating and conducting all residential real estate transactions under this Contract.
3. The Corporation shall enter into a Rental Agreement with individuals who elect to reside in residential property acquired under this Contract. The Rental Agreements shall contain such terms and conditions as may be necessary to carry out the purposes of the supported living and home and community based waiver service programs and shall be in a form and for a term that is acceptable to the Board. The Board shall indemnify, defend and hold harmless Corporation and its members, trustees, officers, employees and agents from and against any costs, expenses (including attorney's fees and court costs), liabilities, claims and penalties arising from the Board's exercise of this role.
4. In accordance with the terms of the Rental Agreements entered with individual tenants, the Corporation shall collect rents from individuals residing in homes under this Contract. The amount of rent to be charged to individual tenants shall be established pursuant to Article III.C. of this Contract.
5. The Corporation shall issue a promissory note and grant to the Board a mortgage interest, as such terms are defined in Ohio Administrative Code § 5123:1-1-03(B)(12) and (B)(17), in the real property in an amount at least equal to the amount of community assistance or other Board funds used to purchase the real property. Such mortgage interest shall secure the repayment of any funds received from the Board for the purpose of acquisition of the real property. The term of the mortgage shall be for one hundred eighty (180) months. The Board's mortgage may be subordinated to other mortgage interests, as necessary to obtain third party funding, but only with the Board's written consent.
6. The Corporation shall provide the Board with a copy of the final closing statement, the deed, and any notes and mortgages concerning property acquired by the Corporation with public monies provided in whole or in part by the Board within forty-five (45) days of any closing.
7. The Corporation shall maintain effective relationships with mortgage lenders to ensure its loan product as applied to mortgages under this Contract remain competitive in the current market.
8. The Corporation agrees to provide and keep in effect for the term of this Contract fire and extended coverage insurance for the benefit of the Corporation and the Board in an amount sufficient to cover the replacement costs of any property owned by the Corporation pursuant to this Contract, the cost of which insurance as applied to property acquired with public monies provided in whole or in part by the Board shall be reimbursed to Corporation by the Board or by inclusion in rental payments by tenants, as more fully described in Article III.C. The Board shall be named an additional insured in the insurance policy, and shall be provided a copy of the insurance policy. Corporation shall inform the Board immediately upon receiving notice from the carrier of any proposed suspension or cancellation of such policy.

9. The Corporation agrees that only individuals receiving Supported Living Services, whether paid by Board funds or under a Home and Community Based Services Waiver, shall live in housing pursuant to this Contract. An individual who does not have a developmental disability may live in the housing if the conditions in Ohio Administrative Code §5123:1-1-03 (E) (3) are met.
- B. The Corporation will make all reasonable efforts to obtain additional funding to support the housing needs of individuals with developmental disabilities through grants or other funding opportunities via revenue streams that include but are not limited to the U.S. Department of Housing & Urban Development, other federal agencies, philanthropic foundations and private charitable donations.
- C. The Corporation will develop an annual operating plan, prior to November 1 of each year of this contract, detailing purchases and/or construction plans proposed to meet the housing needs identified by the Board pursuant to the Board's annual housing plan as outlined in Article III.A. of this contract, and identifying expenses (including, but not limited to, staff expenditures, capital improvement expenditures, insurance and utilities) and revenue streams (including, but not limited to, rents, subsidies and grants) and other details typical of such operating plans.
- D. The Corporation will actively promote and increase community awareness of the housing needs of persons with developmental disabilities in Summit County through education and advocacy in the public and private sectors.
- E. The Corporation agrees to maintain confidentiality regarding all information, records and data it receives concerning individuals served by the Board. An authorization to release information that details the specific information to be released and the party to whom it will be released shall be required for all requests for information.
- F. The Corporation agrees to abide by all Federal & State statutes, and rules and regulations pertaining to the use of community assistance housing funds or other Board funds for the acquisition, development, sale and/or maintenance of housing for individuals who select Corporation as their housing provider.
- G. The Corporation agrees to provide a Board designee access to all of Corporation Board meetings, except to the extent that the Corporation's Board conducts any executive session.
- H. The Corporation agrees to maintain its books and records in accordance with generally accepted accounting principles applicable to nonprofit corporations. The Corporation agrees to make its books and records and any property owned by it open to inspection by the Board at any time, upon the Board's request. The Corporation shall furnish the Board annually with financial statements audited and reported by a Certified Public Accountant according to generally accepted accounting principles applicable to nonprofit corporations.
- I. The Corporation shall indemnify and hold harmless the Board, its members, agents and employees, from all claims, demands, damages, actions or causes of action together with any and all losses, costs, or expenses, including, but not limited to, attorney's fees, asserted by any person or persons for property damage, bodily injury or death arising out of or as a result of Corporation's ownership or management of Property in which the Board retains an interest.

### **Article III: Board's Obligations**

- A. The Board is responsible for the strategic oversight of housing development for individuals with developmental disabilities residing in Summit County. The Board shall, on an annual basis, by no later than September 1 of each year, establish a housing plan projecting the number of individuals who will need residential services in the following year and projected geographic location of needs, establishing rent formulas for the following year, and projecting any subsidies which will enable Corporation to recover its reasonable costs hereunder, as contemplated by Articles II.C and III.C hereof.
- B. The Board shall identify eligible individuals who wish to reside in properties acquired pursuant to this Contract. The Board will actively involve individuals in the selection of their housing, providing individuals with appropriate residential options from which to choose reasonably and responsibly using such factors as rent and related expenses, neighborhood, availability of transportation, safety and physical layout of the property.
- C. The Board shall establish the amount of rent to be charged by the Corporation for residential housing owned by the Corporation on the Board's behalf. Rent shall be established based upon such criteria as are mutually agreed upon by the parties. The parties intend that such rent and other Board subsidies will ensure both affordable rent for individuals served and adequate revenue to enable the Corporation to meet all of the reasonable expenses incurred by Corporation hereunder, including mortgage payments, compensation due to the Board under Article V.B, capital improvements, insurance and such other costs as are necessary for housing purchased or managed under this Contract. The parties acknowledge and agree that rental payments may be subsidized by the Board, in its sole discretion, subject to Corporation receiving fair market value sufficient (through a combination of rent, subsidies and other Board funding) to permit Corporation to meet its expenses.
- D. The Board shall take necessary steps to obtain state community assistance funds, which will be granted to the Corporation for the acquisition and management of housing under this Contract and as requested by the Board. The Board may, at its sole discretion, grant local funds to the Corporation for the acquisition of housing under this Contract.
- E. The Board shall maintain a legal interest in all properties acquired by the Corporation with State and/or local Board funds in accordance with this Contract and the terms and conditions required for accessing such funds, and in accordance with any agreement between the Board and the Ohio Department of Developmental Disabilities. The Board shall maintain its legal interest through a promissory note and a mortgage on the property, in an amount at least equal to the amount of state community assistance funds or other Board funds used to purchase the property.
- F. The Board shall have the authority to authorize the Corporation, in writing, to sell certain real property and to reinvest proceeds from the sale of any property in which the Board has a monetary or mortgage interest to acquire additional or replacement housing under this Contract. Any such sales shall be in accordance with a determination of the fair market value of the property as determined by one or more appraisals. The Board shall require the Corporation to repay the Board its interest in the property if the Corporation should sell the property without the Board's approval.

- G. The Board may require the Corporation to repay the value of the Board's interest in the property for breach of the Corporation's obligations, which may include failure on the part of the Corporation to make payments on the property in the manner prescribed by any mortgage on said property or the Corporation is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of property by the Corporation.
- H. A Board designee shall act as an executive director managing day to day operations of the Corporation and as a real estate agent for the Corporation in all real estate transactions for the purchase of housing under this Contract, on behalf of the Board, until such time as this responsibility can reasonably be transitioned to Corporation. All brokerage fees otherwise available to the Corporation shall be applied against the purchase price.
- I. The Board shall provide an executive director to manage Corporation's daily operations, shall provide routine and emergency maintenance and repairs for residential properties owned by the Corporation pursuant to this Contract, shall ensure housing is kept in good order and condition, shall monitor construction and carry out such other tasks as are necessary to fulfill the Board's obligations and Corporation's duties pursuant to this Agreement, until such time as these responsibilities can reasonably be transitioned to Corporation.

#### **Article IV: Joint Obligations**

- A. The parties agree, and the mortgage entered into between the parties shall so reflect, that if the parties agree to sell real property acquired with state community assistance funds from the Ohio Department of Developmental Disabilities, the proceeds from the sale of such property shall be used to acquire replacement housing.
- B. In order to sell real estate that was acquired, in whole or part, with state community assistance funds from the Ohio Department of Developmental Disabilities, the parties shall:
  - (1) Comply with Sections 5123.37 to 5123.375 of the Ohio Revised Code;
  - (2) Provide the Ohio Department of Developmental Disabilities with an appraisal that is not more than six (6) months old, a promissory note, mortgage, and recorded deed for the replacement housing; and
  - (3) Comply with all other requirements of O.A.C. Chapter 5123:1-1.
- C. The terms of this Contract shall apply to all real estate for which Corporation currently holds title that were purchased with funds provided by the Board, regardless of whether local funds or state community assistance funds were used and regardless of whether such real estate was purchased under a prior contract between the parties.

## **Article V: Compensation**

- A. All monthly rents collected by the Corporation belong to the Corporation, provided that, as applicable, the Corporation shall make any such mortgage payments as are necessary for any housing purchased under this Contract.
- B. The Corporation shall reimburse the Board on a monthly basis (prorated on a daily basis in the event of early termination of this Agreement or upon Corporation's assumption of responsibility identified in Article III.H. or III.I. of this Agreement) for services provided by the Board to Corporation, which services may include but are not necessarily limited to real estate agent support, real property maintenance and housing repairs. In 2014, reimbursement shall be determined based upon the Board's pro-rated costs to provide each service as outlined in Attachment A. In subsequent years, the parties shall establish by December 1 the amount of reimbursement to be paid by Corporation the following calendar year of each year of this Contract using the methodology outlined in Attachment A. The parties intend that these costs will be recovered by Corporation through monthly rent collection or other revenue sources. In the event the Corporation has assumed responsibility as identified in Article III.H. or III.I. of this Agreement, the parties agree to negotiate a budget mutually acceptable to both the Board and Corporation to ensure Corporation's expenses that exceed its revenues are reimbursed by the Board.
- C. Any payments to be made by the Board hereunder shall be remitted to Corporation within thirty (30) days after receipt of an invoice from Corporation.

## **Article VI: Termination, Modification, & Amendment**

- A. Termination
  - 1. This Agreement may be terminated by either party for any reason by giving the other party written notice of the termination no less than ninety (90) calendar days prior to the effective date of such termination.
  - 2. Either party may terminate this Contract prior to the expiration of the term for cause, provided that the party seeking to terminate shall provide written notice to the other party of the defaults that are claimed to have occurred which have not been resolved, and shall give the other party ten (10) days within which to cure such defaults. If the defaults are not cured within the ten (10) day period, notice in writing shall be given to the defaulting party and the party seeking to terminate this Contract may do so ten (10) days from the date of such notice. Notwithstanding the provisions of this paragraph, no such termination shall be effective until the Dispute Resolution process set forth in Article VII of this Contract has been completed, if requested by either party.
  - 3. The parties may terminate this Contract by mutual agreement in writing. Timelines for termination of obligations shall be identified in the written agreement.
  - 4. This Contract shall terminate upon any action, voluntary or involuntary, to place the Corporation in receivership, bankruptcy, or trusteeship. If the Corporation is placed into receivership, bankruptcy, or trusteeship, the Corporation agrees that the Board shall be entitled to immediate possession of any real property pertaining to this Contract, and shall transfer title to the Board, subject to the orders of any receiver, court, or trustee and

subject to Article VIII.D, hereof. Any judicial proceeding, voluntary or involuntary, involving dissolution of, or dissolution agreement by, Corporation shall terminate this Contract. The Corporation agrees that the Board shall be a party to any dissolution proceeding and may be a distributee under any judicial order or dissolution agreement with respect to the transfer of real property covered by this Contract, the remaining unencumbered assets of the Corporation, and the amount of funds provided to the Corporation pursuant to this Contract.

5. The Contract may be terminated by the Board, in its discretion, upon the merger of the Corporation with any other entity (if Corporation is not the successor entity), upon the simultaneous resignation or replacement of a majority of the then-existing membership of Corporation, or the sale of substantially all of the assets of the Corporation.

**B. Amendment and Modification**

This Contract may be amended, modified or extended by mutual agreement of the parties, in a writing to be attached to and incorporated in this Contract.

**C. Use and Ownership of Housing**

Subject to Article VIII.D hereof, in the event that Corporation is dissolved or files for bankruptcy or if this Contract is terminated for any reason pursuant to Article VI.A., the parties agree that title to all real property owned by Corporation, which was acquired in whole or in part with public monies provided by or through the Board, shall be transferred to the Board or to a substitute non-profit Corporation at the Board's discretion, together with all debts, obligations, liabilities, contracts and rights pertaining to such transferred properties. The Board is entitled to obtain specific enforcement of the obligation to the transfer described herein in any court of competent jurisdiction. All other assets and property of Corporation purchased in whole or in part with public monies provided by or through the Board shall revert to the Board to the full extent of the Board's financial interest. In the event the Board requires the Corporation to transfer title to the property to the Board or substitute non-profit Corporation, the Board or non-profit corporation will assume responsibility for any mortgage indebtedness then existing on the property and all other debts, liabilities and obligations pertaining to such transferred property, upon the transfer of title and the Corporation's responsibility for said mortgage indebtedness and other liabilities shall then cease.

The Board shall indemnify, defend and hold harmless Corporation and its members, trustees, officers, employees and agents from and against any costs, expenses (including attorney's fees and court costs), liabilities, claims and penalties arising from the Board's failure to assume responsibilities hereunder.

**Article VII: Dispute Resolution**

In the event the parties are in disagreement as to their rights, duties and obligations under this Agreement, the Superintendent of the Board, or his/her designee, and the designee of the President of the Corporation shall attempt to resolve any disagreements in a timely fashion. If the parties fail to resolve any such disagreement, at the written request of one party, the matter shall be presented to the respective Presidents of the Board and the Corporation. The Presidents will schedule within twenty (20) days of receipt of notice of such disagreement a meeting which will include any other individuals designated respectively by the parties to review the facts and to make recommendations for resolution of the problem.

## Article VIII: Miscellaneous Provisions

- A. The parties agree that the rights, duties and responsibilities set forth herein shall not be assigned without the prior written consent of the other.
- B. Subject to the provisions regarding assignment, this Contract shall be binding on the successors and assigns of the respective parties.
- C. This Contract, and the attachments hereto, set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties. This Contract may not be amended or modified except in writing, executed by each of the parties hereto.
- D. The validity of this Contract and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio, and by applicable provisions of federal laws.
- E. If any one or more of the provisions contained in this Contract shall for any reason be found to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be given full force and effect.
- F. The individuals signing below state they have been duly and lawfully authorized to sign this Contract and to bind by their signature the Board and the Corporation.

### SIGNATURE

#### Summit Housing Development Corporation

\_\_\_\_\_  
Loma Swett

\_\_\_\_\_  
President  
Title

\_\_\_\_\_  
Date

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

#### Summit DD Board

\_\_\_\_\_  
John Trunk

\_\_\_\_\_  
Superintendent  
Title

\_\_\_\_\_  
Date

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

## **ATTACHMENT A**

### **Board's Costs**

1. Executive Director, Realtor Services	
Cost based upon one-half FTE	\$ 73,153
2. Operations and Maintenance Services	
Cost based upon one and one-half FTE	\$117,694
<b>TOTAL</b>	<b><u>\$190,847.00</u></b>

Cost of Summit DD Services referenced above is based upon 2014 salaries and benefits of Summit DD staff employed to provide the above referenced services.

# County of Summit Developmental Disabilities Board

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> <li>In 2012 with the support of Summit DD Board, Summit Housing Board, Summit created a development fund to develop new homes and to pay off existing mortgages with the dollars SHDC pays Summit DD for reimbursement for the use of Board employees.</li> </ul>	<ul style="list-style-type: none"> <li>SHDC pays Summit DD \$ 195,454 per year for reimbursement of employees' salaries based on a contract dated July 2012.</li> <li>SHDC wants to continue this fund in 2014 for future development of homes and to continue to pay off existing mortgages with the dollars, instead of paying Summit DD Board</li> </ul>	<ul style="list-style-type: none"> <li>Board to approve SHDC to apply reimbursement of employees' salaries toward future development and toward paying off existing mortgages.</li> </ul>	<p><i>Service Area:</i> Summit Housing Development Corp.</p> <p><i># of Individuals Currently Served:</i> 252</p> <p><i>Additional # of Individuals Served:</i></p> <p><i>Total Cost:</i> \$ 195,454</p> <p><i>Amount of Increase/Decrease:</i></p> <hr/> <ul style="list-style-type: none"> <li>SHDC presently owns 80 homes</li> <li>SHDC has debt on 25 existing homes.</li> <li>In April 2014 SHDC reexamined the rent template and SHDC Board approved a 5 % reduction in rent to all tenants which equates to \$ 6400 per month or \$76,800 annually</li> <li>In 2014 SHDC purchased one home year to date for cash in the amount of \$ 210,000</li> <li>In 2013 SHDC completed the purchase of two homes for cash in the amount \$ 356,000 (one in Hudson, one in Fairlawn)</li> <li>In 2013 total debt reduction for the year \$ 215,249</li> <li>In 2012 paid off 3 existing mortgages in the amount of \$ 430,368</li> <li>In 2012 SHDC purchased a home for cash in the amount of \$ 85,000</li> <li>In 2010 SHDC in conjunction with Summit DD created a rent template for all homes, allowing transparency on how rents are determined. At that time rents were reduced by 7%</li> <li>As debt continues to be paid off, SHDC and Summit DD will continue to review the rent template to ensure rents are being lowered as debt is diminished.</li> </ul>

**Recommended for approval by the April Finance & Facilities Committee.**

Submitted By: Tom Jacobs

Date: April 10, 2014

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

# TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Integrated Benefits Consulting; including wellness and prevention programs	Consultative support needed to prepare for key health plan decisions	Approve contract with Oswald Companies for the period June 1, 2014-May 31, 2017.	<p><i>Total Cost:</i> Up to \$55,000 annually</p> <p><i>Amount of Increase/Decrease:</i> \$0</p> <p>Summit DD contracted with Oswald in 2011 at an annual rate of \$55,000 to assist it in creating and implementing three-year strategic and tactical plans to structure a health insurance program and a comprehensive wellness/prevention program to meet agency needs and contain costs. The contract with Oswald was renewed without cost increase in 2012 and 2013.</p> <p>Oswald has provided valuable consultative assistance in 2012, 2013, and 2014 that resulted in a consensus decision from the Insurance Committee (comprised of an equal number of union and management representatives) each year and substantial cost savings to Summit DD. In addition, Oswald's assistance has resulted in robust wellness initiatives with over 40% of employees participating.</p> <p>In February a Request for Quote (FRQ) for benefit consulting services for the period June 1, 2014 through May 31, 2017, was sent to five firms. Oswald and Grady Enterprises responded; Wichert Insurance and Employee Benefits International did not respond. The fifth firm, CBA Benefits Services, declined to respond because of a potential perceived conflict of interest.</p> <p>Oswald's quote remains at \$55,000 per year for a three-year contract reflecting no increase in cost for their services for a</p>

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent

Date: April 8, 2014

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

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

		<p>seven-year period. Grady Enterprises, which currently provides brokerage services for Summit DD's life insurance program, quoted \$37,300 for the three-year period. Grady Enterprises, however, does not provide a comparable scope and depth of support as Oswald in the areas of evaluation and analysis, strategic planning and plan design modeling, health management services, and compliance planning and review.</p> <p>The Oswald contract will provide for continued analysis of the impact of the collective bargaining agreement revisions and the Patient Protective &amp; Affordable Care Act on Summit DD's strategic benefit plan and benefit package, as well as wellness initiatives support. Outcomes will include presentation of various plan design options for the Board's consideration that offer a competitive benefit structure while containing costs within budget parameters.</p> <p>Strategic priorities include: effective funding, integrated incentive program to encourage wellness, employee engagement, personal responsibility, and choices.</p> <p><b>Recommended for approval by the April HR/LR Committee.</b></p>
--	--	---

Submitted By: Lynn Sargi For: Superintendent / Assistant Superintendent  
April 8, 2014 Finance & Facilities Committee  
Services & Supports Committee  
X HR/LR Committee  
Ethics Committee

**SUMMIT COUNTY DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2014 AND 2013**

	4/30/2014				4/30/2013			
	2014 ANNUAL BUDGET	2014 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2013 ANNUAL BUDGET	2013 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 50,896,620	\$ 22,569,621	\$ 28,326,999	55.7% <sup>1</sup>	\$ 50,513,674	\$ 22,345,834	\$ 28,167,840	55.8%
PERSONAL PROPERTY REIMB	533,981	-	533,981	100.0%	533,981	-	533,981	100.0%
REIMBURSEMENTS	15,250,321	4,577,443	10,672,878	70.0% <sup>2</sup>	15,092,545	5,020,965	10,071,580	66.7%
GRANTS	1,080,000	135,803	944,197	87.4%	695,200	121,618	573,582	82.5%
CONTRACT SERVICES	325,000	136,657	188,343	58.0%	513,000	115,097	397,903	77.6%
REFUNDS	-	26,007	(26,007)	0.0%	-	2,866	(2,866)	0.0%
OTHER RECEIPTS	350,000	152,536	197,464	56.4%	346,000	139,019	206,981	59.8%
SALES	-	2	(2)	0.0%	15,000	5,608	9,392	62.6%
<b>TOTAL REVENUE</b>	<b>\$ 68,435,922</b>	<b>\$ 27,598,069</b>	<b>\$ 40,837,853</b>	<b>59.7%</b>	<b>\$ 67,709,400</b>	<b>\$ 27,751,007</b>	<b>\$ 39,958,393</b>	<b>59.0%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 25,251,980	\$ 8,227,126	\$ 17,024,854	67.4%	\$ 26,428,340	\$ 8,720,260	\$ 17,708,080	67.0%
ERIP COSTS	5,143,037	661,426	4,481,611	87.1% <sup>3</sup>	-	-	-	0.0%
EMPLOYEE BENEFITS	11,280,271	3,427,900	7,852,371	69.6%	11,237,561	3,194,088	8,043,473	71.6%
SUPPLIES	1,492,195	398,898	1,093,297	73.3%	1,648,015	544,479	1,103,536	67.0%
TRAVEL	408,820	106,095	302,725	74.0%	423,748	105,049	318,699	75.2%
CONTRACT SERVICES	11,589,499	4,220,976	7,368,523	63.6%	11,857,838	3,725,934	8,131,904	68.6%
MEDICAID COSTS	21,960,000	8,352,983	13,607,017	62.0% <sup>4</sup>	18,050,000	8,629,971	9,420,029	52.2%
UTILITIES	809,000	265,698	543,302	67.2%	721,000	225,520	495,480	68.7%
RENTALS	760,740	735,209	25,531	3.4%	828,900	794,672	34,228	4.1%
ADVERTISING	135,000	31,070	103,930	77.0%	195,500	49,619	145,881	74.6%
OTHER EXPENSES	409,630	266,022	143,608	35.1% <sup>5</sup>	327,590	233,664	93,926	28.7%
EQUIPMENT	647,200	153,974	493,226	76.2%	597,744	37,388	560,356	93.7%
REAL PROPERTY IMPROVEMENT	500,000	16,197	483,803	96.8%	500,000	209,281	290,719	58.1%
<b>TOTAL EXPENDITURES</b>	<b>\$ 80,387,372</b>	<b>\$ 26,863,574</b>	<b>\$ 53,523,798</b>	<b>66.6%</b>	<b>\$ 72,816,236</b>	<b>\$ 26,469,925</b>	<b>\$ 46,346,311</b>	<b>63.6%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (11,951,450)</b>	<b>\$ 734,495</b>			<b>\$ (5,106,836)</b>	<b>\$ 1,281,082</b>		
	<b>BUDGET</b>	<b>ACTUAL</b>						
BEGINNING FUND BALANCE	\$ 68,142,813	\$ 68,142,813						
PLUS: REVENUE	68,435,922	27,598,069						
LESS: EXPENDITURES	(80,387,372)	(26,863,574)						
ENDING FUND BALANCE	\$ 56,191,363	\$ 68,877,308						

County of Summit Board of Developmental Disabilities  
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Review of direct service contract to assure ethical standards are not violated	Board employee who holds secondary employment as an independent waiver provider.	That the Board adopt the recommendations of the Ethics Committee	<p>Affidavit of Board employee Shawn Beltz-Cox who is also an independent waiver provider certified by the State of Ohio</p> <p>The above employee has certified that their specific, secondary employment situations meet all of the conditions specified in ORC 5126.033, including:</p> <ol style="list-style-type: none"> <li>1. Employee does not hold a supervisory or managerial position with the county board;</li> <li>2. Employee has not participated in any decisions affecting the provision or necessity of services or the choice as to who should provide services;</li> <li>3. Services are necessary for the consumer;</li> <li>4. Employee did not participate in any discussions or decision making process to determine the necessity of services; and</li> <li>5. Employee has not exercised any undue influence in obtaining the work.</li> </ol> <p><b>Recommended for approval by the April Ethics Committee.</b></p>

Submitted By: Lisa Kamlowsky

Date: May 2014

For: \_\_\_\_\_ Superintendent / Assistant Superintendent  
 \_\_\_\_\_ Finance Committee  
 \_\_\_\_\_ Programs & Services Committee  
 \_\_\_\_\_ HR/LR Committee  
 \_\_\_\_\_ ☒ Ethics Committee



## **ETHICS COMMITTEE MEETING Thursday, April 24, 2014**

Committee Members: Lisa Kamlowsky, Denise Ricks, Joe Siegferth, Tom Quade

Excused Member: Karen Arshinkoff

The meeting commenced at 6:00 p.m.

**I. Review of Waiver Service Contract**

The committee reviewed the affidavit of employee Shawn Beltz-Cox who is an IO and Level 1 waiver provider, as well as an employee of Summit DD. Ms. Beltz-Cox has been selected by a person served to provide Homemaker Personal Care services. Services are identified on the individual plan as necessary services. Ms. Beltz-Cox is paid directly by the State of Ohio for services rendered per the waiver rate. The committee recognizes that this employee has certified by Affidavit that her specific employment circumstances meet applicable requirements under ORC 5126.033.

**II. Recommendations to the Board**

The Committee finds that Ms. Beltz-Cox has attested that all of the conditions specified in ORC 5126.033 have been met. Mr. Siegferth moved that the committee recommend to the Board that the Board adopt the recommendations of the Ethics Committee. Mr. Quade seconded the motion; motion passed unanimously.

There being no further business, the meeting was adjourned at 6:09 p.m.

**SUMMIT COUNTY DD BOARD  
EXPLANATION OF VARIANCES  
FOR THE FOUR MONTHS ENDED APRIL 30, 2014  
(Rounded)**

An evenly distributed budget remaining for a one month period 8.3%  
Evenly distributed budget remaining for eight months 66.7%

		<u>Current Month</u>
<u>Revenue:</u>		
<b>1</b>	Property Taxes:	
	First half property tax settlement	\$ 22,600,000
<b>2</b>	Reimbursements:	
	Quarterly state subsidy	695,000
<u>Expenditures:</u>		
<b>3</b>	ERIP Costs:	
	PERS buy-out costs and exit costs for eighteen (18) participants	
<b>4</b>	Medicaid Costs:	
	Quarterly wiaver administration fee	251,500
	Quarterly wiaver match	4,637,100
	Quarterly TCM match	353,200
<b>5</b>	Other Expenses:	
	Fleet, Property and Liability insurance, and	106,800
	D&O liability insurance	38,300

		<u>Prior Months</u>
<u>Revenue:</u>		
	Personal Property Reimb:	
	First portion of reimbursement due to be received in May creating a timing difference	
<u>Expenditures:</u>		
	Rentals:	
	February prepayment to Summit Housing Corp. for annual facility rents for the Akron, Coventry, Ellet and Twinsburg Centers, and six months for the Potomac center	\$ 729,000
	Other Expenses:	
	February payment of 2014 Ohio Association of County Boards (OACB) dues	75,000

MINUTES –combined work session and regular meeting  
Thursday, April 24, 2014

## Summit County Board of Developmental Disabilities

# MINUTES - ~~draft~~

Thursday, April 24, 2014  
5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Board of Developmental Disabilities was held on Thursday, April 24, 2014 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  
Joe Siegferth, Vice President  
Denise Ricks, Secretary  
Tom Quade  
Dave Dohnal  
Meghan Wilkinson

### BOARD MEMBER EXCUSED

Karen Arshinkoff

### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowsky, Assist. Superintendent  
Jean Fish, Director of Adult Services  
Tom Jacobs, Dir. of Operations/SHDC  
Eldridge Black, Director of Transportation  
Lindsay Bachman, Director of MUI  
Jean Fish, Director of Adult Services  
Carrie Roberts, Director of Community  
Employment & Specialty Businesses

Bill Payne, Sr. Dir. of Board Svs. & Spts.  
Mira Pozna, Director of Fiscal  
Joe Eck, Director of Labor Relations  
Billie Jo David, Director of  
Communications & Quality  
Lynn Sargi, Director of HR  
Melissa Skiljan, Interim Dir. of SSA  
Holly Brugh, Director of Children's Svs.  
Maggi Albright, Recording Secretary  
and others

## I. SHERIFF'S CONTRACT FOR SECURITY AND CIMINAL INVESTIGATION SERVICES

The Board has contracted with the Summit County Sheriff's office for the past 20 months for a deputy and vehicle to be responsible to patrol both inside the facility and the outside parking areas at the Howe road campus. Staff continue to assess security protocols in place at Board facilities. It is recommended that the patrol be expanded to cover all Board facilities on a rotating basis to increase the likelihood of providing a safe working and learning environment for persons served and staff. Employee and person served training have been incorporated into the deputy's duties. Additionally, the Board has contracted for the past 12 months for the use of a dedicated detective to investigate criminal MUIs to increase the number of cases prosecuted and ensure that all potentially criminal cases are reviewed and followed-up.

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

### **I. SHERIFF'S CONTRACT FOR SECURITY AND CRIMINAL INVESTIGATION SERVICES *(continued)***

Due to the number of cases that are going forward not only in the Court of Common Pleas but also through municipal court systems, an additional full-time detective is being requested to take on case overload and compensate for time being spent building cases with prosecutors and time spent appearing in court. More than half of the arrests were cases reported to local jurisdictions that chose not to investigate. Prior to contracting with the Sheriff's office, there were 13 criminal cases investigated, 4 arrests and 2 convictions. After entering into the contract, there have been 101 criminal cases investigated, 20 arrests/warrants issued, 21 cases currently open and 17 convictions (7 pending). Training of Summit County law enforcement will begin in May 2014 with the hope that local jurisdictions will begin picking up cases. This training will be ongoing on a quarterly basis. The request is to combine the Sheriff's contract to incorporate both the security and criminal investigative services for a one-year term in an amount not to exceed \$301,474.14. The requested contract amount reflects an increase of \$103,579.57 which represents the expanded security services and the additional detective services. Mr. Briggs agreed that there is a need to expand the contract and recognizes that the detective must spend time in court, which takes away from the investigation portion of the job. This is an important contract and he stated he hopes the local jurisdictions will take a more active role in cases. Mr. Briggs commended the job Detective Storad is doing. Mr. Quade asked if this contract represents something the Board is paying for that taxpayers should be paying. Mr. Briggs responded in the affirmative. Mr. Quade asked if this enables the jurisdictions to not take a stronger role. Mrs. Bachman commented that her staff and Detective Storad have developed training for the local jurisdictions and the prosecutor's office in the hope that additional training will help identify how the system works and how to better communicate with individuals with disabilities. Mr. Trunk added that Mrs. Bachman recently facilitated discussions with all the local police chiefs around this issue. Training needs to be done and the focus should be at all levels. Mr. Dohnal commented that to say the results experienced since adding the detective are impressive is an understatement. Mr. Briggs noted the goal is to make Summit County the safest county in the State of Ohio for persons served and the dollars involved with this contract is money well spent. Funds are available in the budget and the contract has been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

### **II. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) AGREEMENT**

SHDC is a not-for-profit 501-C (3) which owns 80 homes for individuals with developmental disabilities, serving 252 individuals. The relationship between Summit DD and SHDC dates back to 1992. Both Boards recognize the need to have an agreement that outlines the relationship between them, including that SHDC will purchase or construct and hold title to residential property at the request of the Summit DD Board when Summit DD identifies housing needs.

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

### **II. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) AGREEMENT *(continued)***

SHDC has purchased many properties utilizing state capital funds. The request is to renew a two-year agreement with SHDC for the period July 1, 2014 through June 30, 2016. The April Finance & Facilities Committee has reviewed the agreement and recommends approval.

### **III. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) – DEVELOPMENT FUND**

In 2012, with the support of Summit DD, SHDC created a development fund to develop new homes and to pay off existing mortgages with the money SHDC pays Summit DD in reimbursement for use of Board employees. SHDC is currently paying Summit DD \$195,454 per year for reimbursement of employee salaries based on a contract dated July 2012. The request is to renew the agreement for 2014. Mr. Trunk noted that since the revenue was not budgeted no adjustment would be needed. Mr. Quade asked if revenue as not budgeted because there was an agreement in place at the time. Mr. Trunk replied that is correct and stated the fund has resulted in lower rent for persons served. SHDC currently owns 80 homes and has debt on 25 homes. In 2013, SHDC completed the purchase of two homes (Hudson and Fairlawn) for cash in the amount of \$356,000. In 2013, total debt reduction for the year was \$215,249. So far in 2014, SHDC has purchased one home for cash in the amount of \$210,000. SHDC recently re-examined the rent template and approved a 5% reduction in rent to all tenants, which equates to \$76,800 annually. As debt continues to be paid off, rent templates will be reviewed to ensure rents are being lowered as debt is diminished. The April Finance & Facilities Committee has reviewed the agreement and recommends approval.

### **IV. OSWALD COMPANIES CONSULTING CONTRACT**

The Board has contracted with Oswald Companies since 2011 for strategic and tactical plans to structure a health insurance program and a comprehensive wellness/prevention program to meet the Agency's needs and contain costs. Oswald's assistance has resulted in robust wellness initiatives with over 40% employee participation. In February, a Request For Proposal (RFP) was sent to five firms with only two proposals received. Oswald's quote was the only one that met the Agency's needs. The contract amount remains \$55,000/year for three years, which is the same rate since 2011. The contract period would be June 1, 2014 through May 31, 2017. Mr. Briggs commented that Oswald has done an outstanding job and was invaluable in assisting the Board in separating from the County's insurance plan, saving the Board allot of money. Funds are available in the budget and the contract has been recommended for approval by the April HR/LR Committee.

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

### **V. WEAVER INDUSTRIES 2013 SUBSIDY AND INVENTORY REIMBURSEMENT**

The Board reimburses Weaver Industries annually for operating expenses that have been incurred on behalf of Summit DD. The net loss for 2013 will not exceed \$62,979.07, which is the net difference between Weaver Industries' income and the cost of running the business. Some of the changes in 2013 included:

- The conversion of Earthcare to Weaver Industries as a provider
- The conversion of individuals working in the Carpet Cleaning business into Summit DD facilities, which increased the subsidy
- Wages for persons served have increased by \$11,015.78 (25% increase)
- Art sales increased by \$3,426.37
- A new point of sale was adopted

In 2013, Summit DD paid Weaver Industries \$56,974.40 to transfer all inventory affiliated with Clay Crafters and Custom Stitches. Summit DD continues to sell these older products and mix them in with the new art line. The request is for the Board to approve payment to Weaver Industries in an amount not to exceed \$62,979.07 for 2013 operating subsidy. Mr. Briggs asked about wages for persons served.

Mrs. Roberts replied persons served receive minimum wage, which reflects an annual increase. Mr. Briggs asked about the remaining inventory. Mrs. Roberts replied the remaining inventory is still declining steadily as uses for it are being discovered. There have also been discussions about donating some of the items. Funds are available in the budget and payment of the 2013 operating subsidy has been recommended for approval by the March Finance & Facilities Committee.

### **VI. MARCH FINANCIAL STATEMENTS**

March year-to-date reflects deficit spending of \$13,725,750 with a fund balance of \$54,417,063 due to the timing difference of property tax and personal property reimbursement, which is expected to be received in May. Mr. Briggs asked if this amount would bring numbers closer to where staff thought the Agency should be at this point in the year. Mrs. Pozna replied that it would. Expenditures reflect a Medicaid waiver reconciliation refund for fiscal year 2012 in the amount of \$2,240,000 and payment of \$128,900 for the purchase of two new light transit vehicles, as well as costs associated with thirteen staff participating in the Early Retirement Incentive Program (ERIP). Mr. Trunk thanked Mrs. Pozna for her assistance at the recent SSAB Budget & Levy Review Committee meeting. He noted that it was a very positive meeting. The April Finance & Facilities Committee recommends approval of the March Financial Statements.

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

## **BOARD MEETING**

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

### **I. CAUCUS - SUPERINTENDENT**

Mr. Trunk reminded the Board that there will be an Ethics Committee meeting tonight directly following the Board Meeting.

### **II. PUBLIC COMMENT**

Leslie Frank identified herself as a parent and a Summit DD Program Specialist working at the Cuyahoga Falls Center. Relative to the remaining inventory from Weaver Industries, she asked if some of the adult clothing protectors might be able to be donated to the work centers. Mrs. Roberts replied that it was a good idea and that she would discuss the matter with Mrs. Fish.

Tom Berry, a parent and Board Member of the Arc of Summit and Portage Counties, thanked Mr. Quade for conducting the March Board Meeting in Mr. Briggs' absence.

### **III. APPROVAL OF MINUTES**

#### **A. MARCH 27, 2014 (combined work session and regular meeting)**

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

##### **No. 14-04-01**

Mr. Quade moved that the Board approve the minutes of the March 27, 2014 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mr. Siegferth, was unanimously approved.

### **IV. BOARD ACTION ITEMS**

#### **A. FINANCE & FACILITIES COMMITTEE**

##### **1. WEAVER INDUSTRIES 2013 SUBSIDY AND INVENTORY REIMBURSEMENT**

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

##### **No. 14-04-02**

Mr. Siegferth moved that the Board approve payment to Weaver Industries in an amount not to exceed Sixty Two Thousand Nine Hundred Seventy Nine Dollars and Seven Cents (\$62,979.07) for 2013 subsidy and operating expenses, as outlined in attachment #5. The motion, seconded by Mr. Dohnal, was unanimously approved.

## **BOARD MEETING (continued)**

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

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

##### **2. MARCH FINANCIAL STATEMENTS**

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

##### **No. 14-04-03**

Mrs. Ricks moved that the Board approve the March Financial Statements, as presented in attachment #6. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

### **V. SUPERINTENDENT'S REPORT**

#### **A. FIRST QUARTER 2014 MUI REPORT**

Mr. Trunk noted performance levels continue to exceed goals, which is a testament of how well staff follow-up and the level of their professionalism. The number of MUIs investigated reflects a significant increased trend in the first quarter of 2014 with 344 cases as compared to 307 cases in the first quarter of 2013 and 303 cases in the fourth quarter 2013. Mr. Briggs asked if staff believe the increase is due to better reporting or greater number of MUIs. Mrs. Bachman replied that there has been an increase in reporting, particularly with the smaller agencies and individual providers. She also noted the increase in hospitalizations and deaths due to the aging population. Mr. Trunk added that the Agency wants providers to report MUIs with the goal to identify root causes and provide recommendations on how to address the causes. MUIs substantiated have remained relatively stable at 47 cases out of 192 protocol investigations with 98 cases pending. Performance measures have also remained relatively stable with 24 hour conformance exceeding the goal at 98% (goal of 97%), timely closure of cases exceeding the goal at 100% (goal of 95%) and questions answered timely exceeding the goal at 100% (goal of 95%). In the first quarter there were 149 cases referred to law enforcement/ Children's Services Board (CSB), 112 law enforcement notifications, 7 cases where charges were filed, 5 cases requested for review by the Abuser Registry Committee, one primary person involved (PPI) added to the Abuser Registry and 3 new Director Alerts. Mr. Briggs bantered that the MUI Department continues to exceed goals so the Board will expect to see 100% in the future.

## **BOARD MEETING (continued)**

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

#### **B. FIRST QUARTER OPERATING PLAN DASHBOARD REPORT**

The Dashboard Report provides the status of the 2014 Operating Plan measures. For the first quarter 2014, 14 of 15 measures are performing within goal levels. Overall, Summit DD scored 4.9 on a scale of 1-5 on the Pillar Dashboard. First quarter highlights include:

- 3,960 total individuals supported, representing a 4% increase from the first quarter 2013. The average growth rate has been 2%.
- There is no waiting list for day and residential services.
- There are currently 308 adults supported through Community Employment, which is 18% more than the first quarter 2013.
- 52 children received integrated child care at 26 Community Partnership for Inclusion (CPI) sites.
- Local match dollars have resulted in \$15.6 million dollars in federal Medicaid dollars paid directly to private providers.
- 85% of adults receive funding from sources other than local tax dollars, ensuring the long-term sustainability of Summit DD supports.

The one area that fell below goal was administrative costs as a percentage of total expenditures. The performance of 9% exceeded the goal of 8%. Performance will continue to be monitored.

#### **C. CENSUS**

The March 2014 Census reflects Summit DD serves 3,960 children and adults. Summit DD is in the top five counties relative to the number of waivers, with 1,732 individuals receiving waiver services, the majority of which are day services provided by private providers. Mr. Briggs said that in theory competition should drive up the need for services. He asked if it is anticipated there would be a point when the Board would choose not be a service provider. Mr. Trunk replied that there has been discussion around this topic and there may come a time that the Board wouldn’t be a service provider, however, that is not anticipated to be the case anytime in the near future. The numbers do, however, reflect that the Board’s role as a service provider is shrinking. Mr. Briggs asked if the Board needs to remain a provider in order to set the standard of quality service provision. Mr. Trunk replied that he believes so. He commented that he does not see the Board’s role changing dramatically over the next five years. The number of people to which the Board provides services may decrease but the Board will still be a provider of services. Mr. Quade noted there needs to be someone to say what can and should be done and to set a standard by which others will be measured and that is what the Board does. Mr. Trunk stated that most individuals served are choosing other providers and the Board has a role to push quality and to monitor to ensure that expectations are being met.

## **BOARD MEETING (continued)**

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

#### **C. CENSUS (continued)**

Mr. Briggs asked if there are other county boards in Ohio that don't provide direct services. Mr. Trunk responded that there are, most of which are smaller counties and some of medium size. Mr. Trunk also noted the Census report reflect that 741 individuals have participated in quality of life activities such as Special Olympics, camps, College for Living, Blast, etc., which represents a well-rounded array of services the Board provides, not just day programming and transportation.

#### **D. 2013 SATISFACTION SURVEY RESULTS**

Summit DD contracted with the Center for Marketing and Opinion Research (CMOR) to conduct the satisfaction survey that included over 600 surveys to persons served and parents/guardians. Overall satisfaction trends from 2007 through 2013 have decreased slightly for most service areas in the past three years, however, the difference is not statistically significant. Parents of children in the 5-17 age group show statistically lower levels of satisfaction than other demographic groups. Mr. Quade asked if satisfaction levels among this group have been declining over time. Mrs. David responded that from 2007-2013 there has been a decreasing trend in overall satisfaction with this group so it does reflect a pattern. Satisfaction levels remain relatively equal for services provided by Summit DD and by private providers, indicating an overall measure of quality across the service delivery system. Some of the next steps for improvement include:

- Analyzing data for strengths, weaknesses, opportunities and threats (SWOT) to be used in the 2015 Operating Plan.
- Focus groups conducted in March 2014 examined root causes for lower levels of satisfaction in communication from Summit DD, which have a correlation with overall satisfaction. Some immediate improvements were made to current publications, while other feedback will be integrated into the 2015 Operating Plan.
- Results of the survey were posted online and shared with employees, persons served, parents/guardians and the community.

#### **E. MISCELLANEOUS ITEMS**

Mr. Trunk advised that the CARF national survey team will be onsite June 19<sup>th</sup> and 20<sup>th</sup> to conduct the Agency's accreditation review. Staff are well prepared and hopeful that Summit DD will receive another three-year accreditation. Mr. Trunk thanked Carrie Roberts for her help in preparing for the review.

## **BOARD MEETING (continued)**

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

#### **E. MISCELLANEOUS ITEMS (continued)**

The OACB annual spring conference will be held May 22<sup>nd</sup> and 23<sup>rd</sup> at the Hilton Columbus at Polaris. Summit DD will be well represented, as there are a number of staff attending.

Relative to the Olmsted lawsuit, OACB has provided allot of direction and guidance at the state level to protect the best interest of county boards in the State of Ohio and the individuals and families county boards serve. Representatives of the OACB have assisted with legislation, testimony, etc.

The 2014 Board/Executive Leadership Team (ELT) Retreat will be held on June 12<sup>th</sup>. Additional information will be provided to the Board prior to that date. Some of the items to be discussed include: Children's Services, day programs, communication strategies, transportation services, residential services, etc.

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

Mr. Briggs encouraged staff to continue the good job that everyone is doing. The year is off to a great start and going in a good direction.

There being no further business, the Board Meeting adjourned at 5:57 p.m.

---

Denise Ricks, Secretary