

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

AGENDA

Thursday, November 20, 2014
Administrative Board Room
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. WEAVER INDUSTRIES CONTRACT FOR SERVICES AT SUMMIT DD FACILITIES
- II. NEON CONTRACT FOR TDD WAIVER ADMINISTRATION
- III. ORIANA HOUSE CONTRACT FOR ALTERNATIVE ENVIRONMENT PROGRAM
- IV. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
- V. DEPARTMENT OF JOB AND FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE
- VI. HATTIE LARLHAM COMMUNITY SERVICES CONTRACT FOR NURSING SERVICES
- VII. SUCCESS4KIDZ THERAPY CONTRACT
- VIII. PRIMARY SOLUTIONS GATEKEEPER CONTRACT
- IX. NEW POLICY 2034 – DISABILITY LEAVE

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- X. SUMMIT PSYCHOLOGICAL ASSOCIATES CONTRACT
- XI. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT
- XII. NEW POLICY 2033 – EMPLOYEE RECORDINGS IN THE WORKPLACE
- XIII. 2015 SUMMIT DD AGENCY CALENDAR

NEW ACTION ITEM FOR BOARD CONSIDERATION

- XIV. OCTOBER FINANCIAL STATEMENTS
- XV. REVISED POLICY 1101 – NAME OF ORGANIZATION
- XVI. REVISED POLICY 4011 – MANAGEMENT OF MEDICATIONS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. OCTOBER 23, 2014 (Work Session and Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. SUMMIT PSYCHOLOGICAL ASSOCIATES CONTRACT
 - 2. OCTOBER FINANCIAL STATEMENTS
 - B. HR/LR COMMITTEE
 - 1. BLAUGRUND, HERBERT, KESSLER, MILLER, MYERS & POSTALAKIS LEGAL SERVICES CONTRACT
 - 2. NEW POLICY 2033 – EMPLOYEE RECORDINGS IN THE WORKPLACE
 - 3. 2015 SUMMIT DD AGENCY CALENDAR
 - C. SERVICES & SUPPORTS COMMITTEE
 - 1. REVISED POLICY 1101 – NAME OF ORGANIZATION
 - 2. REVISED POLICY 4011 – MANAGEMENT OF MEDICATIONS
- VII. SUPERINTENDENT’S REPORT
 - A. OACB DELEGATE ASSEMBLY
 - 1. PROPOSED RESOLUTION
 - 2. APPOINTMENT OF DELEGATE AND ALTERNATE
 - B. 2015 BOARD MEETING SCHEDULE
- 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								
Weaver Industries Contract for services at Summit DD Facilities	To contract for deliverables/outcomes relative to contract procurement, payroll functions, management of benefits, workers compensation and fringe benefits for persons served.	Recommend approval of contract with Weaver Industries, Inc. for the period 1/1/15 to 12/31/15, in an amount not to exceed \$614,506.00	<p>Service Area: Adult Services-Center Based (Vocational Habilitation)</p> <p># of Individuals Currently Served: 450</p> <p>Additional # of Individuals Served: N/A</p> <p>Total Cost: \$614,506.00</p> <p>Amount of Increase/Decrease: Decrease of \$65,613</p> <p>Satisfaction: Continued satisfaction with this service</p> <p>Persons Served Services The Day Program (Workshop) Aide program and Cafeteria Aide programs are being reduced by \$22,845 from the current contract. This reduction is based on an analysis of actual hours worked through the third quarter of 2014. The number of persons served has been reduced due to persons served choosing other services to fit their needs. Persons served are paid based on the actual number of hours worked, and the 2015 contract amount allows for an increase in minimum wage paid to individuals.</p> <p>Procurement of Contract Work This cost remains the same as the past two years at \$50,549. The number of persons served remains relatively the same at 450 individuals.</p> <p>Incentive/Disincentive The work availability is averaging 97.4% through the first 3 quarters of 2014. The recommended Incentive/Disincentive for 2015 is on an ascending/descending scale. Weaver Industries will earn/lose the following:</p> <table><tr><th>For above 85%</th><th>For below 85%</th></tr><tr><td>85% to 89.99%=\$20,000</td><td>Below 80%=\$3,000</td></tr><tr><td>90% to 94.99%=\$25,000</td><td>Below 75%=\$5,000</td></tr><tr><td>95% or greater=\$35,000</td><td>Below 70%=\$10,000</td></tr></table> <p>No incentive or disincentive for work availability between 80% and 84.99%.</p> <p>The increase to incentive is based on performance. The yearly average percentage of work availability must be met for each facility to determine the incentive/disincentive. In addition, a variety of contract work must be available at each facility.</p> <p>Mileage of \$30,000 has been removed from the 2015 contract. This is a cost of doing business which Weaver Industries should incur. In addition, \$12,768 has also been</p>	For above 85%	For below 85%	85% to 89.99%=\$20,000	Below 80%=\$3,000	90% to 94.99%=\$25,000	Below 75%=\$5,000	95% or greater=\$35,000	Below 70%=\$10,000
For above 85%	For below 85%										
85% to 89.99%=\$20,000	Below 80%=\$3,000										
90% to 94.99%=\$25,000	Below 75%=\$5,000										
95% or greater=\$35,000	Below 70%=\$10,000										

Submitted By: Holly Brugh

Date: October 29, 2012

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

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

			<p>removed. This was carry over from and employee who was working at Weaver Industries that Summit DD was responsible for paying the 14% employer's contribution to the Public Employees Retirement System (PERS). This employee is now retired and no longer working for Weaver.</p> <p>Total cost of the one year contract with Weaver Industries is \$614,506.00.</p> <p>Funds are in the 2015 budget.</p> <p>Recommended by November Services and Supports and Finance and Facilities Committees</p>
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Submitted By: Holly Brugh

Date: October 29, 2012

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



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

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Weaver Industries, Inc., with its principal office located at 530 South Main Street, Suite 2441, Akron, Ohio, 44311, hereinafter referred to as "Weaver Industries" or "Contractor", recites that:

WHEREAS, Summit DD has created and administers day program (work) centers (the "Work Centers") as a vehicle by which to provide services to individuals with developmental disabilities and exercises sole control for the structure and programming associated with these Work Centers;

WHEREAS, Summit DD desires to subcontract with Weaver Industries to broker production contract work for the individuals served through the Work Centers and to provide human resources and payroll services for persons served.

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 establish and retain sole control over the structure and programming for the Work Centers, and shall monitor the quality of services delivered under this Contract in the following manner: Summit DD will review and evaluate the services delivered by Weaver Industries to ensure that services are delivered in accordance with each person's individual Service Plan. On a quarterly basis, Executive Director of Weaver Industries and the Director of Services shall meet to review operations at all facilities and develop a plan to correct any concerns. Summit DD Facility management teams will meet with Weaver Industries production support staff at a minimum of once per month to ensure adherence to production and customer quality control standards. 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 is responsible to identify eligible individuals with developmental disabilities to receive vocational training under this agreement.
- C. Summit DD will provide the space necessary to operate the Work Centers at various Summit DD day program centers.

- D. Summit DD staff shall track and record all required data for billing purposes including, but not limited to, entering payroll data for individuals served at the Work Centers for whom Weaver Industries is providing payroll services. Summit DD bears sole responsibility for the accuracy of the information provided to and utilized by Weaver Industries for these purposes.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Weaver Industries, as subcontractor to Summit DD, will be the employer of individuals who perform Day Program Center Aide services for Summit DD as follows:
 - 1. Assist with care of personal items and/or needs
 - 2. Assist with classroom/work area cleanliness
 - 3. Assist with arrival/dismissal, mobility within/outside of facility
 - 4. Assist with lunch/break activities
 - 5. Assist with community outings
 - 6. Assist with washing/drying and/or pick up/delivery of laundry
- C. Weaver Industries, as subcontractor to Summit DD, will be the employer of individuals who perform Cafeteria services for Summit DD as follows:
 - 1. Dishwashing
 - 2. Table/chair clean up
 - 3. All other duties as required to maintain cafeteria service operations
- D. The Contractor agrees to undertake activities as directed by Summit DD to provide employment and training opportunities for individuals identified by Summit DD who are enrolled in Adult Services and to be the employer for said individuals as follows:
 - 1. Contractor shall develop and procure a variety of subcontract work on behalf of Summit DD for all day program centers as identified by Summit DD.
 - 2. Contractor shall use all reasonable efforts to develop and provide employment opportunities for individuals served, to develop new lines of business, and to contract with community businesses and industries to secure appropriate work for individuals served pursuant to this Contract. Contractor will oversee contract work procurement, price quotation, collaboration on trucking schedules, pick-up and delivery of contract work between facilities and customers, maintain customer satisfaction, analyze and interpret present and past sales, trends and costs, estimated and realized revenue and other related duties.
- E. Contractor shall pay its persons-served labor force, an appropriate wage in accordance with the U.S Department of Labor Rules and Regulations. Contractor is responsible to maintain a current Sub-Minimum Wage Certificate for all Work Centers and other locations as appropriate where persons served are employed in accordance with this Contract.

- F. Contractor is to perform all logistical transportation functions for trucking services, including but not limited to scheduling, transporting, loading/unloading product between Work Centers and customers. Contractor will be responsible for all trucking repairs, trucking rentals, scheduling and compensating substitute truck drivers.
- G. Contractor is responsible to provide, repair and maintain all equipment or fixtures required to fulfill customers' contracts including equipment that maximizes the ability to improve worker (persons served) efficiencies, recommend methods of improving waste of materials, performs all time studies and hourly testing for contract work.
- H. Contractor agrees that no core contract at any facility shall account for more than Seventy-five (75%) of all available work for individuals with developmental disabilities at any single facility.
- I. Contractor agrees to maintain available work at each facility at a minimum level of eighty percent (80%) to eighty-four point ninety nine (84.99%) work availability. No incentive or disincentive will be incurred by either parties.
- J. Based upon an annual, year-end average, in the event that work availability at all Summit DD facilities exceeds certain identified percentages, the Summit DD agrees to pay Contractor an incentive outlined below:
 - \$35,000 when work availability equals or exceeds 95%
 - \$25,000 when work availability equals 90%-94.99%
 - \$20,000 when work availability equals 85%-89.99%

The maximum amount payable under this section is Thirty Five Thousand Dollars (\$35,000) each year of this contract.

- K. Based upon an annual, year-end average, in the event that work availability at all Summit DD facilities does not meet certain identified percentages, Contractor agrees to accept a reduction in reimbursement from Summit DD as outlined below:
 - A reduction of \$3,000 when work availability is below 80%
 - A reduction of \$5,000 when work availability is below 75%
 - A reduction of \$10,000 when work availability is below 70%

The maximum amount Summit DD may charge against the contractor under this section is Ten Thousand Dollars (\$10,000) each year of this contract.

- L. The amounts due and owing under sections II-L and II-M above will be annualized and paid/and or invoiced by Summit DD at the end of each contract year.

- M. 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 and in accordance with the standards established by the Summit DD.
- N. 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 failure to implement corrective action agreed to by Summit DD and Contractor in response to adverse audit findings.
- O. 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.
- P. 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.
- Q. Contractor shall give notice of incidents adversely affecting health and safety pertaining to Individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- R. 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.
- S. 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.
- T. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- U. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from claims, demands, actions, or causes of action resulting from the failure of Contractor, its agents and/or employees, to perform Contractor's obligations created by this Contract.
- V. Summit DD shall defend the Contractor, its agents and/or employees, to the extent allowable under Ohio law, of and from any and all inquiries, claims, demands, actions, or causes of action, of whatever nature or kind, in law or equity, arising from or in any way related to (1) the existence, structure, or use of the Work Centers by Summit DD, or (2) the accuracy or inaccuracy of data provided by Summit DD to Contractor, from the beginning of time through the termination of this Contract, upon which Contractor has relied for, among other purposes, payroll services. The duty to defend owed by Summit DD to Contractor pursuant to this provision expressly includes, but is in no way limited to, any action by the U.S. Department of Justice, any other federal, state, or local governmental or quasi-governmental entity, agency or subdivision, or any private entity or person, asserting claims arising from or related to violations of the Americans with Disabilities Act (ADA) by virtue of the maintenance and use of segregated Work Centers, or any action by the U.S. Department of Labor, any other federal, state, or local government or quasi-governmental entity, agency or subdivision, or any private entity or person, asserting claims arising from improper pay by virtue of data provided to Contractor by Summit DD.
- W. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- X. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed Six Hundred Fourteen Thousand and Five Hundred Six Dollars (\$614, 506.00) and is limited to the Summit DD'S 2015 appropriation.
- B. Contractor will bill Summit DD on a monthly basis on number of hours worked for persons who perform the duties of day program/work center aides and/or cafeteria aides. These workers will be paid minimum wage, the greater of State or Federal as applicable. Services are invoiced monthly on a per worker/per hour basis of the hourly wage plus 25% for taxes and benefits and 15% administrative fee.
- C. Contractor will invoice the following services: sales procurement, human resources deliverables, payroll processing, production support, industrial engineering and customer service/mileage on a monthly basis. A detailed description of deliverables is outlined in Exhibit 3 and Exhibit 4 and is incorporated by reference herein.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2015 to December 31, 2015.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.

- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Weaver Industries
ATTENTION: Jeff Johnson, Executive Director
530 South Main Street - Suite 2441
Akron, Ohio 44311

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

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

SIGNATURES

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

WEAVER INDUSTRIES, INC.

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Thomas L. Armstrong, Superintendent
Print Name

Witness / Date

Witness / Date

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

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.

Annual Cost 2015**Day Program/Work Center Aides**

- Services provided at Barberton, Southern and Tallmadge
- Increase to the minimum wage from \$8.10/hr. to (projected) \$8.50
- Built in ability to provide training opportunities for additional persons served, on an as needed basis
- Built in ability to increase minimum wage and/or merit performance increase
- **Billed monthly based on the actual number of hours worked.**

Total: \$90,000**Cafeteria Aides**

- Services provided at Akron, Southern and Tallmadge Centers
- Increase to the minimum wage from \$8.10/hr. to (projected) \$8.50 Includes opportunity to try kitchen work and provide substitute coverage
- Built in ability to increase minimum wage and/or merit performance increase
- **Billed monthly based on actual numbers of hours worked.**

Total: \$10,000**Contract work at Akron, Barberton, Cuyahoga Falls, Southern, Tallmadge, and Ellet Centers**

- Includes operations and administration costs of providing work for 450 consumers in Board operated sites.
- Billed in equal monthly amounts.
- 450 Persons Served/239 days/.47 per day

Total: \$50,549**Incentive/Disincentive for Contract Work Procurement**

- Track and monitor work availability at each facility
 - Incentive**
 - 85% to 89.99%=\$20,000
 - 90% to 94.99%=\$25,000
 - 95% or greater= \$35,000
 - Disincentive**
 - Below 80%=-\$3,000
 - Below 75%=-\$5,000
 - Below 70%=-\$10,000
- No incentive or disincentive for work availability between 80% and 84.99%
- Paid annually.

Total: \$35,000 maximum**Sales Procurement, Payroll Preparation and Processing, and Production Support (Industrial Engineering) Services for 450 consumers**

- Sales Procurement: Oversee contract work procurement, price quotation, maintain customer service, ensure customer satisfaction, develop and maintain contacts with local businesses, analyze and interpret present and past sales, trends and costs, estimated and realized revenue and other related duties.
- Payroll Preparation and Processing: Performs the following functions including but not limited to processing Weaver Industries employees payroll, auditing, reconciliation, maintaining permanent files including tax forms, wage and hour data, etc. Administers all aspects of fringe benefits and other related duties.
- Production Support (Industrial Engineering) Services: Recommends methods of improving worker efficiency reduce waste of materials, purchases and provides equipment that maximizes the ability to improve production and ultimately improve workers' earning potential. Performs all time studies and hourly testing for contract work.

Total: \$428,957.00**GRAND TOTAL \$ 614,506.00**

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Service & Support function for individuals enrolled on a Transitions Developmental Disabilities (TDD) Waiver	North East Ohio Network (NEON) administers the TDD Waiver on behalf of the Summit DD Board	To approve contract with NEON for TDD Waiver administration in an amount not to exceed \$350,996 for the period January 1, 2015 to December 31, 2015	<p>Service Area: Service & Support Administration</p> <p># of Persons Served on TDD Waiver: 141</p> <p>Total Cost: \$350,996</p> <p>Amount of Increase/Decrease: -\$77,805</p> <p>The TDD Waiver was previously administered through the Ohio Department of Jobs and Family Services prior to coming under the umbrella of the Ohio Department of Developmental Disabilities (DODD). It is a Medicaid Waiver that includes a medical / nursing component not currently funded by other Waivers available to individuals with developmental disabilities.</p> <p>This waiver has administrative requirements different than the alternative home and community based service waivers administered through DODD. Summit DD has contracted with NEON for the past several years to perform the service & support administration functions associated with individuals receiving services funded through a TDD waiver.</p> <p>Approximately 141 individuals are funded through the TDD waiver, and DODD is responsible to pay the match for services delivered under this waiver.</p> <p>Summit DD pays NEON a fee of up to \$12,000 for the administration of the TDD waiver, and passes through to NEON all revenue received from DODD for targeted case management billable units generated by NEON.</p> <p>Funds are available in 2015 budget</p> <p>Recommended for approval by the November Services & Supports and Finance & Facilities Committees.</p>

Attachment #2

Submitted By: Lisa Kamlowksy

Date: November, 2014

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



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor is responsible to complete the following: development and maintenance of service plans for persons enrolled on the TDD Waiver; assessments related to service plan needs as appropriate; coordinating services according to service plans; recommending to Summit DD

needed changes in services and/or waiver funding; entering information into database(s) as appropriate; and submission of TCM case notes to Summit DD for billing within 90 days of service delivery.

- 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 the Contractor takes or fails to take in the implementation of Contractor's response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed Three Hundred Fifty Thousand Nine Hundred Ninety Six Dollars and no/100 (\$350,996.00) and is limited to the Summit DD'S 2015 appropriation.
- B. Contractor will invoice Summit DD up to One Thousand Dollars and 00/100 (\$1,000.00) per month for administration fees for services under this Contract.
- C. Contractor will receive as reimbursement for services under this Contract TCM revenue for billable hours entered by Summit DD on behalf of Contractor for persons enrolled on TDD waiver at the DODD established rate of Fifteen Dollars and Forty-Eight cents (\$15.48) per fifteen (15) minute units. Payment to Contractor is limited to DODD accepted billing only. Claims rejected by DODD for any reason other than untimely submission by Summit DD will not be reimbursed to Contractor by Summit DD.
- D. NEON will invoice Summit DD up to Eight Thousand Two Hundred Eighty Six Dollars and no/100 (\$8,286.00) for technology fees and tools. Fees and tools are not to exceed Twenty Four Dollars and no/100 (\$24.00) per month per person served for fees associated with the Gatekeeper system, and persons served not to exceed one hundred fifty five (155) individuals.

V. TERM AND TERMINATION

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

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Lori Chick, Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

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

SIGNATURES

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

NORTH EAST OHIO NETWORK:

Signature / Date

Print Name

Witness / Date

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

Signature / Date

Print Name

Witness / Date

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

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
Contract with Oriana House for Alternative Environment Program (AEP)	Diversion option for individuals with developmental disabilities from county jail pending trial or disposition	Approve contract with Oriana House for AEP for the period 1/1/15 to 12/31/15 in an amount not to exceed \$181,479.20	<p><i>Service Area:</i> SSA</p> <p><i># of Persons Served:</i> Projecting 440 bed days</p> <p><i>Total Cost:</i> \$181,479.20</p> <p><i>Amount of Increase:</i> \$ 25,479.20</p> <hr/> <p>Summit DD has partnered with Oriana House since October of 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges, in lieu of those individuals awaiting trial/disposition in the Summit County Jail.</p> <p>This contract ensures the availability of four beds (3 male; 1 female) for eligible individuals in a restrictive, structured residential environment while maintaining continuity of care through programming and treatment services based on the Individual Service Plan.</p> <p>Services while housed in the AEP may include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene & nutrition.</p> <p>Summit DD has used 371 bed days through 10/31/14, with 6 males and no females participating to date. Funds are available in the 2015 budget to support this collaboration.</p> <p>Recommended for approval by the November Services & Supports and Finance & Facilities Committees.</p>

Submitted By: Lisa KamlowskyFor: Superintendent / Assistant SuperintendentX Finance & Facilities CommitteeX Services & Supports Committee HR/LR CommitteeDate: November, 2014



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

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

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Oriana House for Staff Supervision and Daily Living Services delivered to eligible individuals with developmental disabilities through the Oriana Alternative Environment Program (OAEF).

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

I. SUMMIT DD OBLIGATIONS

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

II. ORIANA OBLIGATIONS

- A. Oriana shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Oriana staff shall provide supervision twenty-four (24) hours per day, seven (7) days per week for each person served in the Oriana Alternative Environment Program; shall assure all staff delivering services are trained to serve individuals with developmental disabilities in accordance with Summit DD standards; shall provide training in adaptive daily living areas as appropriate to each persons need; and shall provide for cost to live needs. Oriana shall review each person served in need of service prior to placement in the Oriana Alternative Environment Program and determine, within a reasonable period of time, whether Oriana is able to serve the person. Persons who do not comply with Oriana's rules may be returned to the county jail, if appropriate.

- C. Oriana 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. Oriana 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. Oriana 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. Oriana 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. Oriana shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- H. Oriana 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. Oriana 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. Oriana shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. Oriana 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. Oriana shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of Oriana are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. ORIANA FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed *One Hundred Eighty One Thousand Four Hundred Seventy Nine Dollars and 20/100 (181,479.20)* and is limited to the Summit DD'S 2015 appropriation.
- B. Upon execution of this contract Summit DD will pay Oriana the sum of One Hundred Thousand Dollars and no/100 (\$100,000.00). Summit DD will reimburse Oriana an amount not to exceed One Hundred Eighty Five Dollars and 18/100 (\$185.18) per diem for each day of service provided to each individual served under this contract.

V. TERM AND TERMINATION

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

VI. CONFIDENTIALITY

Oriana 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

Oriana 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

Oriana 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: Oriana House, Inc.
Anne Connell-Freund
Executive Vice-President of Operations
P. O. Box 1501
Akron, Ohio 44309

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.

ORIANA HOUSE

Signature

Title

Date

Witness / Date

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

Signature

Title

Date

Witness / Date

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

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
Summit County Family and Children First Council / Summit County Cluster for Youth Funding Agreement	Summit DD continues to contribute funds to the shared pool agreement that provides services to youth.	Summit DD to continue participation in shared pool agreement for amount of \$100,000 for the time period of January 1, 2015 through December 31, 2015.	<p>Service Area: Children Total Cost: \$100,000.00. Amount of Increase/Decrease: 0</p> <hr/> <p><u>January 1, 2014 through October 24, 2014:</u></p> <ul style="list-style-type: none"> 54 children were served - of whom 11 were persons with developmental disabilities <p><u>January 1, 2013 through December 31, 2013:</u></p> <ul style="list-style-type: none"> 50 children were served - of whom 15 were persons with developmental disabilities <p>The purpose of this contract is to establish a shared pool for funding to the Family and Children First Council (FCFC) in support of services through CLUSTER, which provides services to multi need children in Summit County. These services include but are not limited to: service coordination, placement, food, clothing, medical, and psychological / psychiatric care. This agreement allows Summit DD access to additional funding for services to children that otherwise Summit DD would sustain.</p> <p>Funds from this contract are used to pay for the Cluster services, cost of two Cluster Coordinators, and Cluster Cross Systems Training.</p> <p>Summit County Health Department (SCHD) is the designated Administrative/Fiscal agent and generates the contract as well as provides accountings for funds held in this shared pool.</p>

Submitted By: Melissa SkilianDate: October 2014

For: Superintendent / Assistant Superintendent

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

TOPIC SUMMARY REPORT

		<p>Summit DD contributes \$100,000 to this shared pool; disbursement is through a one time payment of \$100,000.00.</p> <p>Shared pool contributions vary by agencies, and have remained the same for the past several years. Other participating agencies include:</p> <ul style="list-style-type: none">• Children's Services Board (\$120,000)• Juvenile Court (\$100,000)• Child Guidance & Family Solutions (\$68,000). <p>Summit DD share of contract reflects the increased needs of persons with developmental disabilities.</p> <p>The contract allows us to amend the contract if the other agencies do not sign agreements for the amounts identified in the contract.</p> <p>Funds are available in the 2015 budget.</p> <p>Recommended for approval by the November Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Melissa Skillian

Date: October 2014

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

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
DJFS onsite assistance	Renewal of contract for DJFS staff to work at Summit DD locations.	<p>Approval of DJFS onsite assistance contract effective January 1 – December 31, 2015.</p> <p>Contract amount not to exceed \$65,000.</p>	<p>Service Area: SSA</p> <p># of Individuals Currently Served: All Medicaid Enrollees</p> <p>Total Cost: \$65,000</p> <p>Amount of Increase/Decrease: 0</p> <p>-----</p> <p>This contract collaboration is between the Summit DD and Summit County Department of Jobs & Family Services (DJFS).</p> <p>Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at 89 East Howe Rd., Tallmadge. The caseworker 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 caseworker to address special issues and barriers that delay Medicaid enrollment.</p> <p>Reimbursement will be made to DJFS on a monthly basis in the amount of \$5,417.00, not to exceed \$65,000 annually.</p> <p>Funds are available in the budget.</p> <p>Recommended for approval by the November Services & Supports and Finance & Facilities Committees.</p>

Submitted By: Melissa Skiljan For: Superintendent / Assistant Superintendent

Date: October 2014 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 2015)

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 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, 2015**, and ending on **December 31, 2015**. 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 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 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 site(s).
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.

Invoices shall be submitted to Provider on a monthly basis by CSDJFS with a delineation of the compensation paid by CSDJFS to the CSDJFS Case Manager. Provider shall reimburse CSDJFS within thirty (30) days of receipt of the invoices.

- 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 CSDJFS Case Manager.

In the event the CSDJFS 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.* Subrecipient shall not discriminate against any employee or applicant for employment in any manner in its performance under this Subgrant 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), Subrecipient 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, Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. The Subrecipient 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 Subgrant Agreement. Any Subrecipient 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 Subgrant Agreement.

B. *EEO Employer.* The Subrecipient 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 Subgrant Agreement, Subrecipient 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. Subrecipient 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), Subrecipient 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, Subrecipient 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.* Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Subrecipient complies with all applicable federal and state non-discrimination laws. Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of Subrecipient, 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), Subrecipient 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, Subrecipient shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Subrecipient 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 here- under without prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
17. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.

18. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

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

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

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

also represents that in the event any such investigation is initiated on the Case Managers working at Provider, it will notify Provider immediately.”

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

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT DEVELOPMENTAL
DISABILITIES BOARD

By: _____

Its: _____
Title Date

Approved as to form:

Anita L. Davis Date
CSDJFS Legal Counsel

DEPARTMENT OF JOB AND FAMILY
SERVICES

Patricia L. Divoky Date
Director

Approved as to form:

Deborah S. Matz, Director Date
Department of Law

COUNTY OF SUMMIT, OHIO

Russell M. Pry Date
EXECUTIVE

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Hattie Larham Community Services (HLCS) Nursing contract	Nursing services for children and adults who attend Summit DD facilities.	Approve contract with Hattie Larham Community Services to provide nursing services to Board eligible children and adults for the period January 1, 2015 through December 31, 2015 in an amount not to exceed \$494,685	<p>Service Area: Adult and Children's Services # of Individuals Currently Served: Adults-450 Children in Paving the Way - 11 Additional # of Individuals Served: Decrease in children in Calico Capacity to remain relatively unchanged in Adult Services Total Cost: \$494,685 per year Amount of Increase: \$40,000 (Children's Services) Amount of Decrease: Satisfaction: Families and consumers continue to be satisfied with the nursing services they receive.</p> <hr/> <p>Funding will support nursing services to both children in the Paving the Way program and adults attending center-based facilities. Nursing Services are required for those needing g-tube feedings, aerosol treatments, medication administration and other medical treatments. There are currently 5 LPN's and 2 RN's who provide services under this contract.</p> <p>Over the last 3 years this contract was reduced by \$165,000 as children moved out of Calico and into community based child care. In September 2014, Calico moved from a traditional integrated child care center into a transitional program (Paving the Way) for children whose medical complexity or behaviors prevent them from immediately finding child care in the community. There are currently eleven children attending the program. Due to the medical complexity of the children entering Paving the Way an additional LPN may be necessary to ensure that medical needs are met. This will be evaluated on a case by case basis. The 2015 contract is increased by \$40,000 to cover the cost of an additional nurse if needed.</p> <p>Funds are available in the budget.</p> <p>At the end of this contract period, the contract for nursing services will be put out for bid.</p>
Recommended for approval by the November Finance & Facilities and Services & Supports Committees.			

Submitted By: _____ Holly Brugh & Jean Fish _____

Date: November 2014

For:

_____ Superintendent / Assistant Superintendent

_____ Finance & Facilities Committee

_____ Services & Supports Committee

_____ HR/LR Committee

_____ Ethics Committee



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and HATTIE LARLHAM COMMUNITY SERVICES with its principal office located at 9772 Diagonal Road, Mantua, Ohio 44255, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the

individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to Summit DD for all staff providing services under this Agreement

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

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed FOUR HUNDRED NINETY FOUR THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$494,685.00) and is limited to the Summit DD's **2015** appropriation.
- B. Payments will be made in twelve (12) equal monthly payments each year.

V. TERM AND TERMINATION

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

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between

the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Hattie Larlham Community Services
9772 Diagonal Road
Mantua, Ohio 44255

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

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
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a two year contract with Success4Kidz Therapy for the period 1/1/15 to 12/31/16, for a total contract amount not to exceed \$716,184	<p>Service Area: Children's Services # of Individuals Currently Served: 431 Total Cost: \$716,184 for two year period Amount of Increase: 2015 – no increase; 2016 - 3% increase Satisfaction: Staff and parents have been very satisfied with the services provided by S4K.</p> <p>Success4Kidz has been providing consultative therapy services for the Board since 2007. In 2014, Summit DD chose to follow the evidence-based early intervention model recommended by the Ohio Department of Developmental Disabilities. By investing in this model, the way in which Success4Kidz provided services in the past had to shift. The changes included:</p> <ul style="list-style-type: none"> Participating in evaluations to determine eligibility for Early Intervention service. Previously, evaluations were conducted by an external team using a combination of Board and Help Me Grow funds. The Board saved \$108,000 by bringing the evaluations back in house. These funds have now been used to cover some of the cost of contract. Meeting weekly as a team with HMG Service Coordinators and Developmental Specialists to ensure that families are supported by one primary service provider who is backed by a team of support professionals. Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This allows the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT. Allowing again, for the best fit for each family. <p>Due to these changes Success4Kidz had to increase their availability and hours worked resulting in an increase to the 2014 contract from \$225,000 to \$352,800. Availability and amount of service hours is projected to remain at the revised 2014 level in 2015. The 2016 contract has been increased by 3% to cover cost of living increases. Costs are billed based on a unit of service (15 minutes) at the Medicare rate (\$19.50).</p> <p>At the end of this 2-year contract, these services will be put out for bid.</p> <p>Funds are in the 2015 budget.</p>
Recommended for approval by the November Finance & Facilities and Services & Supports Committees.			

Submitted By: Holly Brugh

Date: November 2014

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



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
SUCCESS 4 KIDZ THERAPY, LLC**

This Contract, entered into by and between the Summit County 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 Success 4 Kidz Therapy, LLC with its principal office located at 1089 Scenicrest St. NW, Uniontown, Ohio 44685, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Success 4 Kidz Therapy, LLC for Occupational and Physical Therapy Services embedded within an evidence-based early intervention model.

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

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD shall review and evaluate the services delivered by Contractor on a continuing basis to ensure that such services are delivered in accordance with Part C federal regulations, Ohio Department of Developmental Disabilities policies and the individual's Individualized Family Service Plan (IFSP). The results of said review and evaluation will be shared by Summit DD with the Contractor.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. The Contractor agrees to provide OT and PT services and supports to the Early Intervention program in the following manner:
 - 1) Contractor will have a thorough understanding of Federal Part C regulations and of Ohio's Early Intervention system including its mission, vision, policies and procedures.

- 2) Contractor will participate in:
 - a. The evaluation of children to determine eligibility and gather needed information to establish outcomes that are most important to families.
 - b. Joint teaming that includes the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities.
 - c. enhancing other professionals abilities to incorporate OT and/or PT strategies into families daily routines
 - 3) Contractor will be available for individual and team consultation as well as joint home visits .
 - 4) Contractor will maintain competency in the use of a variety of evaluation and assessment tools including the Battelle and the AEPS.
 - 5) OTA and PTA will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law. See Exhibit 3
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
 - D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
 - E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
 - F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **SEVEN HUNDRED SIXTEEN THOUSAND AND ONE HUNDRED EIGHTY FOUR DOLLARS** (\$716,184.00) and is limited to the Summit DD'S 2015/2016 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2015 through December 31, 2016.
- 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: Success 4 Kidz
ATTN: Denise Ramos, President
1089 Scenicrest St. NW
Uniontown, OH 44685

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for support contracts in 2015	Annual maintenance / licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2015 for an amount not to exceed \$66,138.	<p>Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking and managing activities related to individuals we serve.</p> <p>The annual license cost for Gatekeeper will be \$48,538 in 2015, a 2% increase over the 2014 licensing cost.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$7,600 in 2015, a 2% increase over the 2014 licensing cost.</p> <p>Summit DD also has \$10,000 budgeted in 2015 for customized work or technical support from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are like to be less.</p> <p>The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$66,138 for all of 2015.</p> <p>It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2015 for an amount not to exceed \$66,138.</p>
<p>Recommended for approval by the November Finance & Facilities Committee.</p>			

Attachment #8

Submitted By: Russell DuPlain

Date: November 2014

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

County of Summit**Gatekeeper 2015 Contract Estimate****Assuming there has been no change to modules used**

	Annual Cost	Quarterly Cost
Consumer License Limit Fee:	\$ 40,536	\$ 10,134
Modules:		
Allocation Recovery	250	\$ 63
Billing Archive	250	\$ 63
Case Notes	500	\$ 125
County Billing	500	\$ 125
Day Services	500	\$ 125
Demographics	250	\$ 63
Employment	250	\$ 63
Forms	500	\$ 125
Incident Tracking	500	\$ 125
Local Payments	500	\$ 125
Medical History	250	\$ 63
Plan	1000	\$ 250
Service Authorizations	500	\$ 125
Survey	500	\$ 125
Tracking	500	\$ 125
Transportation	500	\$ 125
Imaging Interface	500	\$ 125
Database Server Upgrade	252	\$ 63
	\$ 48,538	\$ 12,134

County of Summit**Ohiodd.com 2015 Contract Estimate**

	Annual Cost
OhioDD.com Consumer Limit Fee:	\$ 7,600

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Adoption of Disability Leave policy for non-bargaining unit employees.	To codify in policy the Board's current practice relative to non-bargaining employees.	The Board approve a Disability policy.	<p>Each collective bargaining agreement addresses Disability Leave for its members, however, there is no policy governing Summit DD's practice as it relates to Disability Leave for non-bargaining unit employees.</p> <p>A Disability Leave begins:</p> <ul style="list-style-type: none"> • At the conclusion of a Family and Medical Leave • When available paid time off is exhausted. <p>The proposed policy:</p> <ol style="list-style-type: none"> 1. Codifies our practice of the Board making its usual contribution toward group health plan coverage for three (3) months; and 2. Caps the leave period at 12 months. <p>Recommended for approval by the November HR/LR Committee.</p>

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

Date: November 4, 2014

2034 – Disability Leave

A non-bargaining employee who becomes physically incapacitated because of a disabling illness, injury or condition, and who has exhausted all of his/her available paid time, may request a Disability Leave. Such leaves shall be limited to the time the employee is unable to perform the essential functions of the position, but in no case shall the period of leave exceed twelve (12) months. A non-bargaining employee who is unable to return to work within twelve (12) months may be given a disability separation.

If a disability leave is granted, the Board will continue to make its usual contribution toward group health plan coverage for three (3) months following the month in which the employee's leave is granted.

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Behavior support plans and/or strategies that include restrictive measures	Ensure compliance with applicable requirements	Approve contract with Summit Psychological Associates in the amount of \$65,000 for the period January 1, 2015 through December 31, 2015	<p>Total Cost: 65,000.00</p> <p>Amount of Increase/Decrease: \$0</p> <p>Summit DD has established a Multi-Purpose Committee (MPC) to govern behavior support and human rights services for individuals. The role of MPC is to ensure services focus on positive teaching, support, and intervention strategies. In cases where an aversive or restrictive strategy is identified as a needed support, such strategy must be reviewed and approved by the MPC to ensure that the strategy is developed in accordance with DODD guidelines. MPC also collects and analyzes data relative to aversive or restrictive plans from all providers and/or plan authors developing and implementing behavioral support strategies that include restrictive measures.</p> <p>Summit DD contracts with Summit Psychological Associates to provide administrative oversight of MPC, including required reporting to DODD, data collection and analysis, and clinical expertise relative to the development of proposed aversive or restrictive strategies.</p> <p>The current contract between the parties is a two-year agreement expiring in December, 2014. A one-year agreement is recommended due to proposed rule revisions governing the development and implementation of behavioral support strategies that include restrictive measures.</p>
Recommended for approval by the October Finance & Facilities and Services & Supports Committees			

Submitted By: Lisa Kamlowsky

For:

Superintendent / Assistant Superintendent

X Finance & Facilities Committee

X Services & Supports Committee

 HR/LR Committee

 Ethics Committee

Date: October 3, 2014



**SERVICE CONTRACT
BETWEEN
COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD
AND
SUMMIT PSYCHOLOGICAL ASSOCIATES**

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 Summit Psychological Associates with its principal office located at 37 North Broadway, Suite 100, Akron, Ohio 44308, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Summit Psychological Associates for Behavior Support Strategies Analysis & Human Rights Committee Reviews.

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: Committee participation and Data Review. 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. It is the obligation of Summit DD to ensure that all services related to the development of behavior support plans and/or strategies that include restrictive measures comply with all rules and regulations according to Ohio Department of Developmental Disabilities.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Summit Psychological Associates will establish and provide administrative oversight to a committee responsible to:
 - 1. Review all initial and revised behavior support plans and/or strategies that include restrictive measures to ensure compliance with Ohio Administrative Code requirements.
 - 2. Review and analyze data resulting from aversive strategies

3. Report to Summit DD behavior support plans and/or strategies that include restrictive measures in violation of Ohio Administrative Code.
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed Sixty Five Thousand Dollars (\$65,000.00) and is limited to the Summit DD'S 2015 appropriation.
- B. Contractor will invoice Summit DD for twelve equal payments of \$5,416.67, to be made monthly.

V. TERM AND TERMINATION

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

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Dr. James Orlando
Summit Psychological Associates
37 North Broadway – Suite 100
Akron, Ohio 44308

- 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.

**SUMMIT PSYCHOLOGICAL
ASSOCIATES**

Signature

Date

Witness / Date

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

County of Summit Board of Developmental Disabilities
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Contract for legal services	Legal representation related to collective bargaining, grievance arbitration, and associated matters.	To enter into a contract with Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis, Inc. for the period January 1, 2015, through December 31, 2015, in an amount not to exceed \$110,000.	<p>Legal representation will be utilized as necessary in 2015 to:</p> <ul style="list-style-type: none"> • Negotiate labor agreements succeeding those that expire 12/31/15 with WEA I, WEA II and WWSA. • Review grievances that may be arbitrated. • Arbitrate grievances of significant import. • Advise and represent the Board in other related employment and collective bargaining matters. <p>David Blaugrund has represented the Board in negotiations and other collective bargaining matters for over 10 years. The rate for services under this contract remains at \$200.00 per hour for the fourth consecutive year. Fee disputes, if they occur, shall be mediated by the Ohio Bar Association.</p> <p>In 2013 the Board paid the firm \$128,394.95 for legal representation. Through August of 2014, the Board has paid the firm \$75,347.08 for legal representation. Proposals for legal services were solicited and reviewed in May of 2013. Blaugrund's firm remains the lowest cost and best choice to represent the Board.</p> <p>The total amount of this contract will not exceed \$110,000, which represents a \$40,000 decrease over the 2014 contract amount. Funds are available in the 2015 budget for this request.</p> <p>Recommended for approval by the October HR/LR Committee.</p>

Submitted By: Joe Eck, Director of Labor Relations

Date: October 7, 2014

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

CONTRACT FOR LEGAL SERVICES

The following agreement is entered into by and between the firm of Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis, Inc. (hereafter "Blaugrund") and the County of Summit Board of Developmental Disabilities (hereafter "Board") for the period January 1, 2015 through December 31, 2015:

1. Blaugrund agrees to provide legal services to the Board upon request by a designee of the Board. Legal services shall include, without limitation, preparation for and participation in collective bargaining negotiations, mediation and/or fact-finding sessions; consultation, review of documents, legal research, representation in court or in administrative tribunals on matters relative to collective bargaining and other related matters as determined by the Board.
2. The Board agrees to compensate Blaugrund for all requested services described above at the rate of \$200.00 per hour.
3. Blaugrund shall present an itemized bill on a monthly basis identifying the hours spent for services and the expenses incurred. The Board agrees to pay each month for documented fees and expenses. Blaugrund shall request authorization in advance for any expense in excess of \$200.00. The parties agree to utilize a non-binding alternative dispute resolution process through the Ohio State Bar Association to mediate any fee disputes that may arise in connection with legal services provided and billed under this Agreement.
4. The total amount of this contract shall not exceed One Hundred Ten Thousand Dollars (\$110,000).
5. This contract may be modified at any time by written agreement of both parties.

Date

John J. Trunk, Superintendent
Summit County Board of DD

Date

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

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
New Board Policy 2033 – Employee Recordings in the Workplace	To encourage open communication and trust among staff and reduce the risk of a breach of confidentiality	Adoption of Board Policy 2033	<p>This policy addresses and prohibits the unauthorized audio and/or video recording of workplace meetings or discussions by employees, for the following reasons:</p> <ul style="list-style-type: none"> • To encourage open communication, free exchange of ideas, spontaneous and honest dialogue, and an atmosphere of trust; • To preclude a chilling effect on open communication that may exist when one person is concerned that his/her conversation with another is being recorded; and • To reduce the risk of a breach of confidentiality and/or violation of the privacy of persons served <p>Exceptions to the prohibition on recording by employees are when such recording is required by job description, or when prior written approval is received from the Superintendent/designee.</p> <p>Recommended for approval by the October HR/LR Committee</p>

Submitted By: Joe Eck, Director of Labor Relations For: Superintendent / Assistant Superintendent
October 13, 2014 Finance & Facilities Committee
Services & Supports Committee
X HR/LR Committee
Ethics Committee

2033 – EMPLOYEE RECORDINGS IN THE WORKPLACE

In order to encourage open communication, free exchange of ideas, spontaneous and honest dialogue and an atmosphere of trust, as well as to assist in maintaining the confidentiality and protecting the privacy of persons served, the Summit DD Board has adopted the following policy concerning recording devices in the workplace.

Employees are prohibited from video or audio recording using cameras, camcorders, camera phones, cell phones, tape recorders or other recording devices in the workplace unless required by job description or prior written approval is received from the Superintendent/designee.

This policy should be regarded as an explicit statement that Summit DD does not consent to recording devices being used in any meetings or discussions without prior authorization as stated above.

The purposes of this policy are:

- A. To preclude a chilling effect on the expression of views that may exist when one person is concerned that his/her conversation with another is being recorded. This concern can inhibit spontaneous and honest dialogue, especially (but not exclusively) when confidential or sensitive matters are being discussed.
- B. To reduce the risk of a breach of confidentiality and/or violation of the privacy of persons served.

Violation of this policy will result in disciplinary action up to and including termination of employment.

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> 2015 Summit DD Calendar 	<ul style="list-style-type: none"> Identification of holidays and in-service days. 	<ul style="list-style-type: none"> Adopt the 2015 Summit DD Calendar. 	<p>The attached 2015 Calendar is consistent with Summit DD's holiday procedure and collective bargaining unit agreements.</p> <p>The WWSA agreement that was ratified in August 2014 for the period January 1, 2013 through December 31, 2015, reduces the number of in-service day requirement from eight to four. The 2015 calendar continues to designate eight days; Summit DD plans to re-evaluate the number of in-service days for the 2016 calendar.</p> <p style="text-align: center;">Recommended for approval by the October HR/LR and Finance & Facilities Committees</p>

Attachment #13

Submitted By: Lynn Sargi

Date: October 7, 2014

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



2015
AGENCY CALENDAR
(240 Program Days)

New Year's Day	January 01, 2015
(Continuation of 2014 Winter Break)	January 2, 2015
Inservice Day (Adult Services ONLY)	January 12, 2015
Martin Luther King Day	January 19, 2015
Inservice Day	February 06, 2015
Inservice Day (Adult Services ONLY)	March 13 2015
Inservice Day (Adult Services ONLY)	April 10, 2015
Memorial Day	May 25, 2015
Inservice Day	June 05, 2015
Inservice Day	June 08, 2015
Independence Day	July 03, 2015
Inservice Day (Adult Services ONLY)	September 04, 2015
Labor Day	September 07, 2015
All Agency Inservice	October 26, 2015
Thanksgiving Break	November 26, 2015
	November 27, 2015
Winter Break:	December 24, 2015
	December 25, 2015
	December 28, 2015
	December 29, 2015
	December 30, 2015
	December 31, 2015
	January 01, 2016
Agency Open:	January 04, 2016

**SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE TEN MONTHS ENDED OCTOBER 31, 2014 AND 2013**

Attachment #14

11/12/2014 9:26 AM

	10/31/2014				10/31/2013			
	2014 ANNUAL BUDGET	2014 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2013 ANNUAL BUDGET	2013 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 50,896,620	\$ 47,148,459	\$ 3,748,161	7.4%	\$ 50,513,674	\$ 46,921,290	\$ 3,592,384	7.1%
PERSONAL PROPERTY REIMB	533,981	266,990	266,991	50.0%	533,981	76,283	457,698	85.7%
REIMBURSEMENTS	15,250,321	14,380,979	869,342	5.7%	15,092,545	12,573,498	2,519,047	16.7%
GRANTS	1,080,000	333,934	746,066	69.1%	695,200	373,926	321,274	46.2%
CONTRACT SERVICES	325,000	336,339	(11,339)	-3.5%	513,000	330,667	182,333	35.5%
REFUNDS	-	26,712	(26,712)	0.0%	-	2,866	(2,866)	0.0%
OTHER RECEIPTS	350,000	254,740	95,260	27.2%	346,000	330,094	15,906	4.6%
SALES	-	2	(2)	0.0%	15,000	12,215	2,785	18.6%
TOTAL REVENUE	\$ 68,435,922	\$ 62,748,155	\$ 5,687,767	8.3%	\$ 67,709,400	\$ 60,620,839	\$ 7,088,561	10.5%
OPERATING EXPENDITURES								
SALARIES	\$ 25,251,980	\$ 19,784,245	\$ 5,467,735	21.7%	\$ 26,428,340	\$ 20,442,672	\$ 5,985,668	22.6%
ERP COSTS	5,143,037	1,677,668	3,465,369	67.4% 2	-	-	-	0.0%
EMPLOYEE BENEFITS	10,680,271 1	8,511,249	2,169,022	20.3%	11,237,561	8,497,233	2,740,328	24.4%
SUPPLIES	1,492,195	943,422	548,773	36.8%	1,648,015	1,351,080	296,935	18.0%
TRAVEL	408,820	286,136	122,684	30.0%	423,748	279,931	143,817	33.9%
CONTRACT SERVICES	12,145,499 1	9,863,840	2,281,659	18.8%	11,342,773	9,057,989	2,284,784	20.1%
MEDICAID COSTS	22,044,000 1	21,815,647	228,353	1.0% 3	18,693,315	16,259,724	2,433,591	13.0%
UTILITIES	769,000 1	626,849	142,151	18.5%	592,750	494,224	98,526	16.6%
RENTALS	760,740	759,438	1,302	0.2%	828,900	803,672	25,228	3.0%
ADVERTISING	135,000	77,932	57,068	42.3%	195,500	99,554	95,946	49.1%
OTHER EXPENSES	409,630	358,012	51,618	12.6% 4	327,590	297,509	30,081	9.2%
EQUIPMENT	647,200	216,668	430,532	66.5%	597,744	229,425	368,319	61.6%
REAL PROPERTY IMPROVEMENT	500,000	191,262	308,738	61.7% 5	500,000	546,207	(46,207)	-9.2%
TOTAL EXPENDITURES	\$ 80,387,372	\$ 65,112,368	\$ 15,275,004	19.0%	\$ 72,816,236	\$ 58,359,220	\$ 14,457,016	19.9%
NET REVENUES AND EXPENDITURES	\$ (11,951,450)	\$ (2,364,213)			\$ (5,106,836)	\$ 2,261,619		
BEGINNING FUND BALANCE	\$ 68,142,813	ACTUAL						
PLUS: REVENUE	68,435,922	\$ 68,142,813						
LESS: EXPENDITURES	(80,387,372)	62,748,155						
ENDING FUND BALANCE	\$ 56,191,363	(65,112,368)						
		\$ 65,778,600						

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

**SUMMIT COUNTY DD BOARD
EXPLANATION OF VARIANCES
FOR THE TEN MONTHS ENDED OCTOBER 31, 2014
(Rounded)**

An evenly distributed budget remaining for a one month period 8.3%
Evenly distributed budget remaining for two months 16.7%

Current Month

<u>Budget:</u>		
1	Expenditures:	
<u>Revenue:</u>		
<u>Expenditures:</u>		
2	ERIP Costs:	
3	Medicaid Costs:	
4	Other Expenses:	
5	Real Property Improvements:	

Through Summit County Executive Order, a budget transfer releasing funds out of items included in Employee Benefits into Contract Services to cover budget deficits. \$ 600,000

Nothing unanticipated

OPERS buy-out costs and exit costs for forty-one (41) participants

Quarterly waiver match
Quarterly TCM match

5,174,000
378,000

County chargeback for CAFR audit fees (county annual financial audit)

44,600

Administration Building D-Wing renovations and office furniture

117,600

Prior Months

<u>Revenue:</u>		
Personal Property Reimb:	The remainder expected in December	
Reimbursements:	May receipt of 2009 Cost Report settlement	
Grants:	Lower than expected activity with the Bridges to Transition program	

\$ 2,678,000

Expenditures:

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
Advertising, Equipment and Real Property Improvements:	Timing differences in expected spending	

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> Revision of current Board policy and procedure 	<ul style="list-style-type: none"> Name of Agency as it relates to signage and other online and print listings 	<ul style="list-style-type: none"> Approve revisions to Board Policy 1101: Name of Organization, changing the name of the organization from County of Summit Developmental Disabilities Board to Summit County Developmental Disabilities Board 	<p>It is recommended that the name of the organization be changed from County of Summit Developmental Disabilities Board to Summit County Developmental Disabilities Board to reflect the way that families and individuals and the public search for us.</p> <p>The proposed revision helps make it easier for individuals, families, and the community to look for Agency information online and in local resource directories.</p> <p>The proposed revision helps align Summit County resources, such as Sheriff's Office, Children's Services, Jobs and Family Services, etc.</p> <p>Changes to signage and materials would correspond to branding updates, creating no extra cost to change the name.</p>

Submitted By: Tricia Perduk

Date: 10/31/2014

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

1101 - NAME OF ORGANIZATION

The official name of this organization is ~~the County of Summit~~ **County** Developmental Disabilities Board. ("Summit DD", "Board").

DRAFT

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Revision to Policy 4011- Management of Medications	A recommendation was included in the CARF report issued after the July site visit which advised to expand Policy 4011 to include language regarding whether or not the Board directly provides prescribing medications.	Board approve revision to policy 4011- Management of Medications.	CARF recommends that the Board add to Policy 4011- Management of Medication a line regarding whether or not the Board directly provides prescribing medication. Since the Board does not prescribe medication an additional line has been added to the policy to state "Summit DD and its employees do not have prescriptive authority and cannot authorize or prescribe medications."

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

Submitted By: Holly Brugh

Date: November 2014

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

4011 - MANAGEMENT OF MEDICATIONS

The medication of persons served under Summit DD supervision will be administered by a nurse or qualified Summit DD staff under the following conditions;

1. In accordance with the written directions of the person's attending physician and Summit DD
2. When accompanied by a physician's order and written consent by the individual/ guardian on the Individual's Plan
3. After it has been determined that the individual is unable to self-administer medication or self-administer with assistance.

Summit DD and its employees do not have prescriptive authority and cannot authorize or prescribe medications. The objectives of the medication management program are:

1. To improve the person's well-being and/or functioning through correctly administered medications
2. To insure physician/nurse practitioner ordered medication is given correctly
3. To monitor for potential drug side effects
4. To monitor for and address medication errors
5. Summit DD shall permit the self-administration of medication by individuals

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

Summit County Board of Developmental Disabilities

MINUTES - ~~draft~~

Thursday, October 23, 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, October 23, 2014 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:05 p.m.

BOARD MEMBERS PRESENT

Randy Briggs, President
Joe Siegfert, Vice President
Denise Ricks, Secretary
Meghan Wilkinson
Dave Dohnal

BOARD MEMBERS EXCUSED

Tom Quade
Karen Arshinkoff

ALSO PRESENT

John J. Trunk, Superintendent
Lisa Kamlowsky, Assist. Superintendent
Holly Brugh, Director of Services
Joe Eck, Director of Labor Relations
Eldridge Black, Director of Transportation
Lynn Sargi, Director of HR
Russ DuPlain, Director of IT

Billie Jo David, Director of Quality and Communications
Mira Pozna, Director of Fiscal
Tom Jacobs, Dir. of Operations/SHDC
Lindsay Bachman, Director of MUI
Melissa Skiljan, Director of SSA
Maggi Albright, Recording Secretary
and others

I. SUMMIT PSYCHOLOGICAL ASSOCIATES CONTRACT

Summit DD established a Multi-Purpose Committee (MPC) to govern behavior support and human rights services. The role of the Committee is to ensure services focus on positive teaching, support and intervention strategies. In cases where an aversive or restrictive strategy is identified as a necessary support, such strategy must be reviewed and approved by the MPC to ensure that the strategy is developed in accordance with DODD guidelines. The MPC also collects and analyzes data relative to aversive or restrictive plans from all providers and/or plan authors developing and implementing behavioral support strategies that include restrictive measures. Summit DD contracts with Summit Psychological Associates to provide administrative oversight of the MPC, including required reporting to DODD, data collection and analysis and clinical expertise relative to the development of proposed aversive or restrictive strategies. The request is to renew the contract with Summit Psychological for the period January 1, 2015 through December 31, 2015 in an amount not to exceed \$65,000.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

WORK SESSION (continued)

I. SUMMIT PSYCHOLOGICAL ASSOCIATES CONTRACT (continued)

A one-year contract is recommended due to proposed rule revisions governing the development and implementation of behavioral support strategies that include restrictive measures. Mr. Briggs asked if rule changes occur during the contract period, does Summit DD have the ability to update the contract accordingly. Mrs. Kamlowsky confirmed the ability to update the contract if needed. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

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

The Blaugrund firm has represented Summit DD in negotiations and other collective bargaining matters for over ten years. The request is to renew the contract with Blaugrund, Herbert, Kessler, Miller, Myers & Postalakis for the period January 1, 2015 through December 31, 2015 in an amount not to exceed \$110,000, which represents a \$40,000 decrease over the 2014 contract amount. The rate for services under this contract remains \$200/hour for the fourth consecutive year. Fee disputes, should they occur, shall be mediated by the Ohio Bar Association. In 2013, proposals for legal services were solicited and reviewed. The Blaugrund firm remains the lowest cost and best choice to represent the Board. In 2015, this contract would be utilized for labor negotiations, reviewing grievances that may be arbitrated, arbitration of grievances of significant importance and to advise and represent the Board in other related employment and collective bargaining matters. Mr. Briggs commented the Board would like to see local law firms in the Summit County community utilized for legal issues not directly related to this area of specialty. Funds are available in the budget and the contract has been recommended for approval by the October HR/LR Committee.

III. NEW POLICY 2033 – EMPLOYEE RECORDINGS IN THE WORKPLACE

New Policy 2033 – Employee Recordings in the Workplace was developed to address and prohibit the unauthorized use of audio and/or video recordings of workplace meetings or discussions by employees in order to encourage open communication, free exchange of ideas, spontaneous and honest dialogue, promote an atmosphere of trust and to reduce the risk of breach of confidentiality and/or violation of privacy of persons served. Exceptions to the prohibition on recording by employees are when such recording is required by job description or when prior written approval is received from the Superintendent/designee. New Policy 2033 has been recommended for approval by the October HR/LR Committee.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

WORK SESSION *(continued)*

IV. 2015 SUMMIT DD AGENCY CALENDAR

The 2015 Summit DD Agency Calendar identifies holidays and in-service days and is consistent with collective bargaining unit agreements. The current WWSA agreement reduces the number of in-service day requirement from eight to four, however, the 2015 calendar continues to designate eight days to accommodate organizational and system changes next year. The number of in-service days will be re-evaluated when the 2016 calendar is developed. The October HR/LR and Finance & Facilities Committees recommend approval of the 2015 Summit DD Agency Calendar.

V. COMDOC DOCUMENT MANAGEMENT SYSTEM CONTRACT

With the majority of Summit DD's processes being paper-based, the Agency prints and copies over 3.5 million pages annually at a cost of over \$100,000 per year. A project team was deployed in 2013 to research options for converting many of Summit DD's paper documents and processes to electronic with the goal of having a document management system that could support document imaging as well as provide the capability for some of the processes to occur systemically instead of being manually routed from one person to the next. The project team reviewed information from eight vendors and received quotes from the top three. The team determined that ComDoc's solution provided the best balance of features and pricing. The request is to enter into a two-year contract with ComDoc to purchase DocuWare and JobRouter and provide consulting support for implementation, in an amount not to exceed \$304,999. In addition to the cost savings by reducing the amount of documents printed, other expected benefits of implementing the system include:

- Increased efficiency by mapping out and improving processes
- Enabling staff to become more mobile with access to documents from laptops and other mobile devices
- Enhanced compliance with HIPAA and other regulations
- A positive environmental impact via reduced printing

The implementation of a document management system will be a multi-year process. Software would be purchased this year with implementation extending into 2015 and beyond. ComDoc is part of a cooperative purchasing agreement in which Summit County participates so it was not necessary to do a formal Request for Proposal (RFP). Funds are available in the budget and the contract has been recommended for approval by the September Finance & Facilities Committee.

VI. METRO AGREEMENT

Summit DD has had a collaborative agreement with Metro Regional Transit Authority (Metro) for specific rate of payment for transportation services to and from programmatic sites since 2003. The request is to renew a two-year agreement with Metro for the period January 1, 2015 through December 31, 2016 for a total amount not to exceed \$204,700.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

WORK SESSION *(continued)*

VI. METRO AGREEMENT *(continued)*

The Board would continue to pay \$7.50 per person per trip under the agreement and is charged only for services delivered. Summit DD will continue to bill the waiver for the fee to offset 60% of the cost. Scat drivers are trained and background checked. The contract includes language relative to training and background checks for Scat drivers. There are currently 26 individuals who receive services under this contract. There was a 7.5% decline in this service in 2014 because four passengers either discontinued service or changed providers. Another rider satisfaction survey will be conducted in 2015. Funds are available in the budget and the agreement has been recommended for approval by the September Finance & Facilities and Services and Supports Committees.

VII. 2015 EMPLOYEE HEALTH AND DENTAL INSURANCE

The Board's 2015 budget for health insurance is \$6,327,294, which is the result of an approved increase for health insurance offset by the reduction in approved FTE's for 2015. The Insurance Committee reached consensus to recommend maintaining the current carrier and plan design for 2015 with a total rate increase of 9.3%, inclusive of the Affordable Care Act fees. The Committee reached consensus to offer a two-tiered rate system – single and family plan. There is also an option to select a high deductible plan. Strategic priorities continue to focus on effective funding, integrated incentive program to encourage wellness, employee engagement, personal responsibility and choices. Effective January 1, 2015, employees will contribute 15% of the total cost of health and dental insurance and the Board will contribute 85%. The employee contribution for single coverage increased from 5% to 15%. In 2015, single coverage contribution for health insurance will be \$104.97/month and family coverage will be \$282.69/month. Dental insurance will continue to be provided through the Ohio Association of County Boards of DD (OACB) CBA Benefit Services at an increased rate of 2% for 2015. Single premium will be \$25.50/month and the family premium will be \$78.40/month. Funds are available in the budget and the 2015 insurance options have been recommended for approval by the October Insurance, HR/LR and Finance & Facilities Committees.

VIII. SEPTEMBER FINANCIAL STATEMENTS

September financials reflect recovery from deficit spending with a positive position of \$6,123,348 at the end of September. The recovery was largely due to second half tax settlement in the amount of \$21,478,000. Expenditures for the month reflect ERIP costs for 31 participants, payment to NEON for TDD waiver administration in the amount of \$111,500 and \$43,200 in real property improvements. The fund balance at the end of September was \$74,266,161. Mr. Briggs asked if the September financials reflect projections. Mrs. Pozna replied they do. The September Financial Statements have been recommended for approval by the October Finance & Facilities Committee.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

WORK SESSION *(continued)*

IX. REVISED POLICY 1112 – BOARD MEMBER INSERVICE TRAINING REQUIREMENTS, REVISED PROCEDURES: ORIENTATION OF NEW BOARD MEMBERS AND STRATEGIC PLANNING

Policy 1112 has been revised to reflect new requirements in Ohio Administrative Code relative to in-service training for Board Members. The two procedures have been revised to correspond to the updated policy. Mr. Briggs commented he is happy to see the updates to the Orientation of New Board Members procedure. The revisions to Policy 1112 and the two procedures have been recommended for approval by the October HR/LR Committee.

The work session adjourned at 5:26 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Board of Developmental Disabilities convened at 5:26 p.m.

I. BOARD MEMBER CAUCUS

Mr. Briggs announced that the OACB is requesting each county board appoint a Board Member to sit on an advocacy committee to develop two-way communication across the state. He asked that any Board Member interested in serving in this capacity contact either the Superintendent or him prior to the December Board Meeting.

II. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, commented that co-workers are expressing concern about working on Christmas Eve. She also noted that relative to reduction of in-service days in upcoming calendars, there needs to be enough in-service days so staff can earn their growth points for certification. She expressed how much she enjoyed this year's All Agency In-service and thought the Good Life presentation and other break-out sessions were wonderful. She stated appreciation of the Superintendent's question and answer session. Ms. Frank also noted that a person served at Cuyahoga Falls center celebrated their 80th birthday recently and still comes to work each day. Another gentleman at Cuyahoga Falls celebrated his 70th birthday and the Mayor of Cuyahoga Falls gave him the key to the city and declared it his week in the city.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING *(continued)*

III. APPROVAL OF MINUTES

A. SEPTEMBER 25, 2014 (combined work session and regular meeting)

RESOLUTION

No. 14-10-01

Mrs. Wilkinson moved that the Board approve the minutes of the September 25, 2014 combined work session and regular meeting, as presented in attachment #10. The motion, seconded by Mr. Siegferth, was unanimously approved.

IV. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. COMDOC DOCUMENT MANAGEMENT SYSTEM CONTRACT

RESOLUTION

No. 14-10-02

Mr. Siegferth moved that the Board approve a contract with ComDoc for the purchase of DocuWare and JobRouter and to provide consulting services in an amount not to exceed Three Hundred Four Thousand Nine Hundred Ninety Nine Dollars (\$304,999), as presented in attachment #5, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Ricks, was unanimously approved.

2. METRO AGREEMENT

RESOLUTION

No. 14-10-03

Mrs. Ricks moved that the Board approve an agreement with Metro Regional Transit Authority for the period January 1, 2015 through December 31, 2016, in an amount not to exceed Two Hundred Four Thousand Seven Hundred Dollars (\$204,700), as presented in attachment #6, and that the Superintendent be authorized to sign said agreement. The motion, seconded by Mr. Siegferth, was unanimously approved.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING (continued)

IV. BOARD ACTION ITEMS (continued)

A. FINANCE & FACILITIES COMMITTEE (continued)

3. 2015 EMPLOYEE HEALTH AND DENTAL INSURANCE

R E S O L U T I O N

No. 14-10-04

Mr. Dohnal moved that the Board adopt the Insurance Committee recommendations to maintain Aetna as health insurance carrier for eligible employees for 2015 benefit year, as presented in attachment #7.

Be it further resolved that the Board approve the renewal of Delta Dental as carrier for dental coverage for eligible employees for the 2015 benefit year, as presented in attachment #7. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

4. SEPTEMBER FINANCIAL STATEMENTS

R E S O L U T I O N

No. 14-10-05

Mrs. Wilkinson moved that the Board approve the September Financial Statements, as presented in attachment #8. The motion, seconded by Mr. Siegferth, was unanimously approved.

B. HR/LR COMMITTEE

1. REVISED POLICY 1112 – BOARD MEMBER IN-SERVICE TRAINING REQUIREMENTS, REVISED PROCEDURES: ORIENTATION OF NEW BOARD MEMBERS AND STRATEGIC PLANNING

R E S O L U T I O N

No. 14-10-06

Mr. Siegferth moved that the Board approve revisions to Policy 1112 – Board Member In-service Training Requirements and revisions to Board Procedures: Orientation of New Board Members and Strategic Planning, as presented in attachment #9. The motion, seconded by Mr. Dohnal, was unanimously approved.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING *(continued)*

V. SUPERINTENDENT'S REPORT

A. THIRD QUARTER MUI REPORT

Mr. Trunk commented the MUI Unit continues to perform at an outstanding level under the Direction of Lindsay Bachman, even exceeding standards set by the State. The third quarter MUI report reflects performance measures remaining stable with 24 hour conformance at 98%, which exceeds the goal of 97%. Timely closure of cases is at 100%, exceeding the goal of 95% and questions answered timely are at 100%, exceeding the goal of 95%. There were approximately 331 MUIs investigated during the third quarter, which is an increased trend and the 30 cases substantiated (out of 157 protocol cases) also reflects an increased trend. There were 117 law enforcement notifications and 163 cases referred/reviewed by law enforcement and/or Children's Services. There were charges filed in 11 cases and four requests for the Abuser Registry were made. There were also two individuals from Summit County added to the Abuser Registry. There were 19 new Director Alerts, compared to two last quarter. There are 54 open cases. Mr. Briggs stated he views the number of open cases as a positive because incidents are being investigated. Mrs. Bachman noted the third quarter is reflective of the addition of the second full time detective so the MUI Unit has been able to take on more cases.

B. THIRD QUARTER OPERATING PLAN REPORT

The Operating Plan quarterly report provides status of the 2014 Operating Plan measures. 19 of 19 measures are performing within goal levels. Overall, Summit DD scored a 4.7 on a scale of 1-5 on the Pillar Dashboard.

Third quarter highlights include:

- 4,275 total individuals supported, representing a 3.9% increase from the same period last year. Summit DD projected a 2% growth rate through the levy period.
- There are currently 375 adults supported through Community Employment, which is 18.7% more than the same period last year.
- 74 children receive integrated child care at community-based child care settings through the Community Partnership for Inclusion (CPI) Program, which represents a 60.9% increase from the same period last year.

Mr. Briggs asked what percentages of children have been diagnosed with Autism. Mrs. Brugh replied she does not have this information with her tonight but she can certainly provide it at a later date. After the Board Meeting, Mrs. Brugh reported there are 19 children that have a diagnosis of Autism who are receiving support through the CPI in community child care centers around the county.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING (continued)

V. SUPERINTENDENT'S REPORT (continued)

B. THIRD QUARTER OPERATING PLAN REPORT (continued)

She stated this does not account for children who have not yet been diagnosed. Additionally, there are two children in the Paving the Way program (formerly Calico) who have Autism.

- Providers report a 72.6% satisfaction rate with Summit DD. This is the first time a satisfaction survey has been conducted with providers.
- 86% of adults receive funding through sources other than local tax dollars.

C. CENSUS

The September 2014 Census was included in packets for review. There are currently 4,275 individuals receiving supports, 1,678 individuals funded through a waiver and the ratio of where individuals receive day services is 1,300 through private providers and 750 from Summit DD. There are 1,633 individuals receiving residential supports and almost half of those people are living in residential settings. There are 1,840 individuals still waiting for waiver slots. Mr. Trunk noted staff will start analyzing the waiver waiting list during 2015 to get better information relative to immediate need for a waiver since there are individuals on the list, including children, who may not be ready for a waiver yet.

D. NEW SUMMIT DD WEBSITE LAUNCH

The new Summit DD website was launched on October 1st. The goals of the new website are to have more tools and resources available, make it easier for the public to contact the Board, highlight success stories, increase engagement, use the blog to provide expert advice and resources as the primary community resource, provide a more user-friendly mobile and tablet experience and to introduce Summit DD to those who do not yet know about the Board. There is currently a call to action advertising campaign to visit the new Summit DD website that includes billboards, online ads that click through to the Summit DD site, Pandora radio, TV and print ads. Near the end of the first month after launching the new website sessions are up 58%, users are up 85.9% and new visitors make up more than 60% of the traffic (compared to 45% last month). This does not include internal traffic. Mobil traffic is up by 197%, which makes up more than half of the total traffic. Organic search is up 9% and ad campaigns have proven effective with 1,500 visitors from Pandora radio and 600 visitors from online ads. Goals have been established to measure engagement. People who "contact us" is up more than 300% with more than 35 contact us forms completed.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING *(continued)*

V. SUPERINTENDENT'S REPORT *(continued)*

D. NEW SUMMIT DD WEBSITE LAUNCH *(continued)*

There have been more than 40 e-mail newsletter sign-ups so far this month, compared to three last month. More than 19% of the total website visitors view more than two pages, compared to 14% for the old site. 8% of users spend more than a minute on the site and there have been 81 visitors to the Quick Start Guide. The new website is designed to convey community support and connections and the message that Summit DD is here to support families throughout their lifetime. The Board thanked Mrs. David and her staff for their work on creating and implementing the new website. Mrs. Wilkinson commented that she has experienced the positive shift in attitudes and opinions and she is very grateful. She noted the new website will be a helpful and educational tool for families.

E. MISCELLANEOUS

Mr. Trunk commented there was good attendance at the October 20th All Agency In-Service and it was a big success; feedback from staff has been very positive.

Mr. Trunk reported that under Dave Dohnal's leadership, the OACB has contracted with the legal firm of Bricker & Eckler to address concerns relative to House Bill 621. Bricker & Eckler will be composing a legal memo to outline that HB 621 is a violation of constitutional rights. Legislation has not been introduced and likely will not be put forth prior to the end of this year. If legislation is introduced, the OACB will be prepared to move forward with the legal memo. Mr. Trunk mentioned that Mr. Quade submitted a letter to the editor of the West Side Leader, Summit DD has posted information on its blog and staff are presenting information to elected officials. Mr. Dohnal asked if there was an advantage to waiting to submit the Bricker & Eckler legal memo until legislation has been introduced. Mr. Trunk replied that he is unsure of the strategy of the legal team. Mr. Dohnal responded that he will contact the OACB Executive Director to discuss.

Mr. Trunk stated he and Mr. Briggs met with Judge Stormer to discuss the upcoming Summit DD Board Member vacancy that will occur when Karen Arshinkoff's term expires at the end of this year. Recommendations will be submitted to the Judge for her consideration with a new appointment made by November 30th.

MINUTES –combined work session and regular meeting
Thursday, October 23, 2014

BOARD MEETING *(continued)*

V. SUPERINTENDENT'S REPORT *(continued)*

E. MISCELLANEOUS *(continued)*

Mr. Trunk asked Board Members to consider their availability relative to attending Board Meetings in 2015. He requested that if anyone has a preference for different dates/times, please submit that information to either Mr. Briggs or him ASAP.

VI. PRESIDENT'S COMMENTS

Mr. Briggs commented he is amazed by the work staff does. Staff continually thinks outside the box and that makes the Board look good. The new website is another shining example of why Summit DD is the best county board in the State of Ohio. He noted that it takes staff at all levels of the organization to achieve this kind of success. He thanked all the Summit DD staff for their dedication and hard work.

There being no further business, the Board Meeting adjourned at 6:13 p.m.

Denise Ricks, Secretary



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

**Delegate Assembly
December 3, 2014**

2014-02 PROPOSED RESOLUTION

SUBMITTED BY:

**Ohio Association of County Boards
Serving People with Developmental Disabilities
&
Ohio Superintendents of County Boards
of Developmental Disabilities**

SUMMARY & RATIONALE

Ohio's developmental disabilities service delivery system is experiencing a period of significant transition and evolution. To enhance community integration and offer people served by County Boards of DD a greater voice in choosing where to live, work, and spend their time, it is critical for the State of Ohio to fully fund and provide adequate resources to ensure state policy reforms can be achieved.

2014-02 Proposed Resolution

Whereas, the Ohio Revised Code Chapter 5126 provides the framework for individual County Board of Developmental Disabilities' operation and places the responsibility for serving people with developmental disabilities in each county on the County Boards of Developmental Disabilities; and,

Resolution 2014-02

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Whereas, the Ohio Association of County Boards Serving People with Developmental Disabilities represents all 88 County Boards of Developmental Disabilities and advocates for public policies that improve support for people served by individual Boards; and,

Whereas, Ohio's safety net for people with developmental disabilities is in a transformational period due, in part, to the 1999 U.S. Supreme Court decision in *Olmstead v. U.S.* as well as the Americans With Disabilities Act (ADA), which focuses on assisting people with developmental disabilities to live as independently as possible in the community; and,

Whereas, state policy reforms that impact people served by County Boards of Developmental Disabilities and their families – including reforms mandated by the Centers for Medicare and Medicaid Services, the Ohio Department of Medicaid, and the Ohio Department of Developmental Disabilities, among others — impact individual County Boards of Developmental Disabilities and the people they serve differently depending on funding requirements of those policy reforms; and,

Whereas, each County Board of Developmental Disabilities is funded by a county levy that must be approved by local taxpayers, which has an impact on the level of supports provided to the people served; and,

Whereas, people served by County Boards of Developmental Disabilities and their families, the Ohio Association of County Boards Serving People with Developmental Disabilities, and the Ohio Superintendents of County Boards of Developmental Disabilities are the major stakeholders on any policy impacting people served by the Boards due to statutory authority and funding responsibilities; and,

Therefore, be it resolved that any state policy reform initiated by the State of Ohio that impacts the funding of services and supports provided by the County Boards of Developmental Disabilities must include the state funding needed to implement the policy in order to ensure that services and supports already being provided are not impacted, and

Therefore be it resolved that the Ohio Association of County Boards of Developmental Disabilities and the Ohio Superintendents of County Boards of Developmental Disabilities shall strongly advocate that such funding be included in any state policy reform proposal during the legislative process.

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

2015 BOARD MEETING SCHEDULE Combined Work Sessions and Regular Monthly Meetings

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

January 22nd
February 26th
March 26th
April 23rd
May 28th
June - **NO MEETING**
July 23rd
August 27th
September 24th
October 22nd
November 19th (*)
December 17th (*)

January 28, 2016

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