

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

# AGENDA

Thursday, July 23, 2015  
Administrative Board Room  
**5:00 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. SUMMIT DD 2016 BUDGET
- II. KRONOS CONTRACT
- III. ARAKYTA CONTRACT
- IV. SUMMIT COUNTY SHERIFF'S CONTRACT
- V. NEW POLICY 3023 – ELECTRONIC SIGNATURES

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

*No Action Items for Board Consideration Discussed Previously*

### **NEW ACTION ITEMS FOR BOARD CONSIDERATION**

- VI. MAY FINANCIAL STATEMENTS
- VII. JUNE FINANCIAL STATEMENTS
- VIII. REVISED POLICY 4038 – BEHAVIOR SUPPORT & HUMAN RIGHTS
- IX. SUMMIT DD AUTHORIZED REPRESENTATIVE FOR NEON

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. MAY 28, 2015 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. MAY FINANCIAL STATEMENTS
    - 2. JUNE FINANCIAL STATEMENTS
  - B. SERVICES & SUPPORTS COMMITTEE
    - 1. REVISED POLICY 4038 – BEHAVIOR SUPPORT & HUMAN RIGHTS
  - C. OTHER
    - 1. SUMMIT DD AUTHORIZED REPRESENTATIVE FOR NEON
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

County of Summit Board of Developmental Disabilities  
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Approval of 2016 Budget request	2016 Budget request needs to be approved by the Board prior to submission to SSAB and the County.	Approval of the 2016 Budget request in the amount of \$73,687,849 for the Operating Fund and \$115,000 for the Gifts and Donations Fund	<p>The 2016 Budget request reflects a 4.1% decrease in overall revenue and a 4.2% decrease in overall operating expenditures in comparison to the 2015 approved budget.</p> <p>The 2016 Budget projects total deficit spending of approximately \$7.4m.</p> <p>The reduction in revenue is caused by a combination of the loss of Personal Property Tax (TPPT) reimbursement, reduced Medicaid reimbursements as services shift to private providers and a DODD change in Targeted Case Management (TCM) match methodology.</p> <p>The 2016 budget includes a staffing reduction of 2 positions offset by an on average 2.5% pay increase. The 2015 budget includes a 27<sup>th</sup> pay when removed leaves salaries relatively flat.</p> <p>A decrease in health insurance premiums contributes to most of the reduction in the cost of Employee Benefits compared to the 2015 budget.</p> <p>Medicaid Costs includes an increase in quarterly waiver match offset by a DODD change in Targeted Case Management (TCM) match methodology.</p> <p>The budgeted 12/31/15 ending fund balance of \$54,37,484 less projected 2016 deficit spending results in a 12/31/16 projected fund balance of \$46,706,388 which is within 3% of the Board's approved levy plan.</p>
Recommended for approval by the July Finance and Facilities Committee			

Submitted By: Mira Pozna  
Date: July 9, 2015

For: \_\_\_\_\_ Superintendent / Assistant Superintendent  
 \_\_\_\_\_ Finance and Facilities Committee  
 \_\_\_\_\_ Programs & Services Committee  
 \_\_\_\_\_ HR/LR Committee

**SUMMIT COUNTY DD BOARD  
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE  
FOR THE SIX MONTHS ENDED JUNE 30, 2015 AND THE YEARS ENDING DECEMBER 31, 2016, 2015 AND 2014**

	2014		2015		2016		% CHANGE PY BUDGET	% CHANGE PY BUDGET	2016 LEVY PROJECTED
	ACTUAL	ACTUAL	6/30/2015 ACTUAL	ANNUAL BUDGET	ANNUAL BUDGET	ANNUAL BUDGET			
<b>OPERATING REVENUE</b>									
PROPERTY TAXES	\$ 50,246,690	\$ 25,939,772	\$ 50,520,000	\$ 50,543,000	\$ 23,000	\$ 23,000	0.0%	\$ 50,961,305	
PERSONAL PROPERTY REIMB	533,981	266,990	533,981	-	(533,981)		-100.0%	-	
REIMBURSEMENTS	16,422,930	7,290,486	16,395,286	13,915,074	(2,480,212)		-15.1%	15,528,628	
GRANTS	470,814	219,603	1,188,382	1,434,473	246,091		20.7%	384,000	
CONTRACT SERVICES	383,683	140,915	309,618	291,750	(17,868)		-5.8%	250,000	
REFUNDS	28,383	-	-	-	-		0.0%	-	
OTHER RECEIPTS	379,460	63,924	124,500	72,456	(52,044)		-41.8%	327,000	
SALES	2	-	-	-	-		0.0%	-	
<b>TOTAL REVENUE</b>	<b>\$ 68,465,943</b>	<b>\$ 33,921,690</b>	<b>\$ 69,071,767</b>	<b>\$ 66,256,753</b>	<b>\$ (2,815,014)</b>	<b>\$ (2,815,014)</b>	<b>-4.1%</b>	<b>\$ 67,450,933</b>	
<b>OPERATING EXPENDITURES</b>									
SALARIES	\$ 23,193,666	\$ 11,039,355	\$ 24,512,500	\$ 23,384,781	\$ (1,127,719)		-4.6%	\$ 26,767,288	
ERIP COSTS	3,177,110	77,623	-	-	-		100.0%	-	
EMPLOYEE BENEFITS	10,102,571	5,077,513	11,111,902	9,408,874	(1,703,028)		-15.3%	10,433,757	
SUPPLIES	1,251,275	639,950	1,502,985	1,252,728	(250,257)		-16.7%	2,029,877	
TRAVEL AND TRAINING	408,774	154,929	390,963	382,260	(8,703)		-2.2%	386,288	
DIRECT SERVICE CONTRACTS	8,504,573	3,379,521	9,325,368	9,038,720	(286,648)		-3.1%	33,309,262	
INDIRECT SERVICE CONTRACTS	3,161,654	1,427,660	3,745,217	3,213,344	(531,873)		-14.2%	-	
MEDICAID COSTS	22,126,519	10,655,607	23,865,000	24,715,000	850,000		3.6%	-	
UTILITIES	735,179	374,986	701,150	746,018	44,868		6.4%	-	
RENTALS	790,592	618,016	631,022	357,700	(273,322)		-43.3%	1,060,767	
ADVERTISING	132,540	89,305	130,000	127,500	(2,500)		-1.9%	138,993	
OTHER EXPENSES	368,928	297,972	377,806	383,424	5,618		1.5%	374,155	
EQUIPMENT	359,666	471,365	449,000	277,500	(171,500)		-38.2%	1,099,109	
REAL PROPERTY IMPROVEMENT	287,079	287,760	200,000	400,000	200,000		100.0%	556,216	
<b>TOTAL EXPENDITURES</b>	<b>\$ 74,600,126</b>	<b>\$ 34,591,562</b>	<b>\$ 76,942,913</b>	<b>\$ 73,687,849</b>	<b>\$ (3,255,064)</b>	<b>\$ (3,255,064)</b>	<b>-4.2%</b>	<b>\$ 76,155,712</b>	
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (6,134,183)</b>	<b>\$ (669,872)</b>	<b>\$ (7,871,146)</b>	<b>\$ (7,431,096)</b>				<b>\$ (8,704,779)</b>	
<b>BEGINNING FUND BALANCE</b>								<b>PROJECTED</b>	
PLUS: REVENUE	\$ 68,142,813	\$ 62,008,630	\$ 62,008,630	\$ 54,137,484	\$ 54,137,484			\$ 54,137,484	
LESS: EXPENDITURES	68,465,943	33,921,690	69,071,767	66,256,753	66,256,753			67,450,933	
	(74,600,126)	(34,591,562)	(76,942,913)	(73,687,849)	(73,687,849)			(76,155,712)	
<b>ENDING FUND BALANCE</b>	<b>\$ 62,008,630</b>	<b>\$ 61,338,758</b>	<b>\$ 54,137,484</b>	<b>\$ 46,706,388</b>	<b>\$ 46,706,388</b>			<b>\$ 45,432,705</b>	

**HR/LR Staffing Report – To support 2016 Budget  
July 2015 Board Meeting**

	2010	2011	2012	2013	2014	2015	2016
Budgeted Positions (Board Approved)	598	595	583.5	569.5	540.5	498	496 proposed

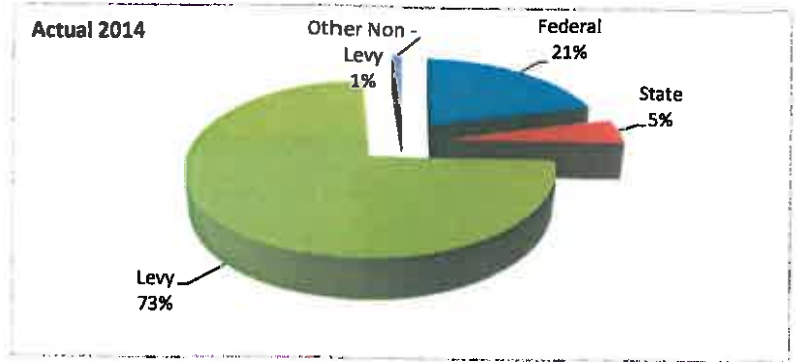
**498 (2015 FTEs) -- 16 Eliminations + 14 Additions = 496 (2016 FTEs)**

Detail							
Type	Position Elimination #	Position Elimination	Position Addition #	Position Addition			
Non-bargaining - Management	4	2 Directors; 2 Managers	0	None			
Non-bargaining – Non-management	0	None	0	None			
Bargaining unit - Direct Service Provision	12	Classroom Helper (2); Bus Driver (2); Bus Attendant (2); Children's Services (4) Job Developer (1) Program Specialist (1)		None			
Bargaining unit – Non-direct Service Provision			14	SSA Coordinator (2); Behavior Support SSA Coordinator (4); Evaluation Specialist (1); Employment Navigator(3); Transition Navigator (3); QA Specialist (1)			
<b>Total</b>	<b>16</b>		<b>14</b>				

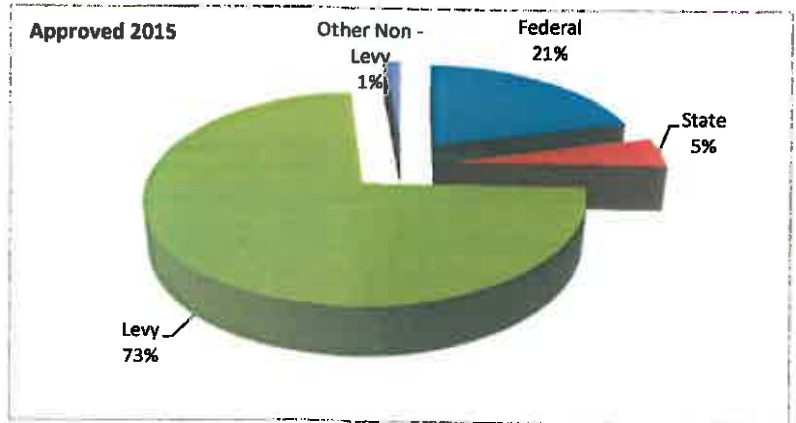
Revenue	Description	2015 Approved Budget	2016 Proposed Budget	% Change From 2015 Budget	Notes
	Taxes / Public Utilities / Shared Tax	\$ 51,053,981	\$ 50,543,000	-1.0%	Property taxes budgeted to remain flat with 2015 actual.
	Grants	1,188,382	1,434,473	20.7%	Addition of the Help Me Grow grant of about \$789k.
	Contract Services	309,618	291,750	-5.8%	Interagency County Billing is based on 2015 actual, plus the 2015 budget for HELP Me Grow evaluations was reclassified to Grants for 2016.
	Other Receipts	124,500	72,456	-41.8%	Decrease in Twinsburg rent.
	Reimbursements	16,395,286	13,915,074	-15.1%	Reductions due to number of persons served by private providers, and a reduction in TCM revenue as DODD moves to net match against reimbursements.
	<b>Total Revenue</b>	<b>\$ 69,071,767</b>	<b>\$ 66,256,753</b>	<b>-4.1%</b>	
	<b>Expenditures</b>				
	Salaries	\$ 24,512,500	\$ 23,384,781	-4.6%	2016 budgeted staffing level is relatively flat compared to 2015 offset by an on average 2% requested increase. 2015 includes a 27th pay.
	Employee Benefits	11,111,902	9,408,874	-15.3%	10% decrease in health care benefits due to favorable experience in addition to reductions in other benefit areas.
	Supplies	1,502,985	1,252,728	-16.7%	Overall net reduction.
	Travel and Training Expense	390,963	382,260	-2.2%	Overall net reduction.
	Direct Service Contracts	9,325,368	9,038,720	-3.1%	Overall net reduction.
	Indirect Service Contracts	3,745,217	3,213,344	-14.2%	Reduction in the Sheriff contract, legal fees and consultant fees along with a general cost reduction in most areas.
	Waiver Match, 1.25% Waiver Admin Fee, MAC Fees	23,865,000	24,715,000	3.6%	Increased match expense due to the increase in services provided by private providers, offset by DODD change in TCM match methodology.
	Utilities	701,150	746,018	6.4%	Based on actual 2015 usage.
	Rentals	631,022	357,700	-43.3%	Reduction due to expiring leases.
	Advertising	130,000	127,500	-1.9%	General decrease.
	Other Expenses	377,806	383,424	1.5%	Addition of Cyber Liability Insurance and an anticipated 5% increase in fleet, liability and D&O insurances.
	Equipment >\$5,000	449,000	277,500	-38.2%	Reduction in vehicle purchases.
	Capital Outlay	200,000	400,000	100.0%	Anticipated costs for repairs that had been deferred in prior years.
	<b>Total Expenditures</b>	<b>76,942,913</b>	<b>73,687,849</b>	<b>-4.2%</b>	
	<b>Net Change</b>	<b>(7,871,146)</b>	<b>(7,431,096)</b>	<b>-5.6%</b>	

# SUMMIT DD REVENUE FUNDING SOURCES

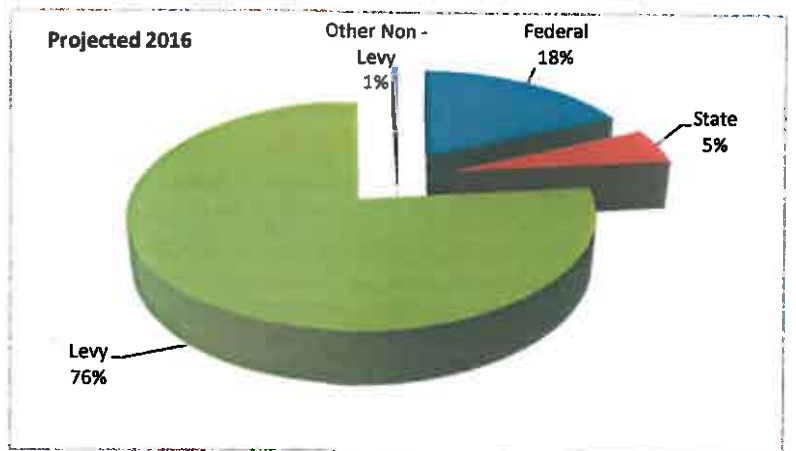
Description	Actual 2014
Federal	14,134,529
State	3,293,197
Levy	50,246,690
Other Non - Levy	791,528
<b>Totals</b>	<b>68,465,944</b>



Description	Approved 2015
Federal	14,270,000
State	3,289,267
Levy	50,520,000
Other Non - Levy	992,500
<b>Totals</b>	<b>69,071,767</b>



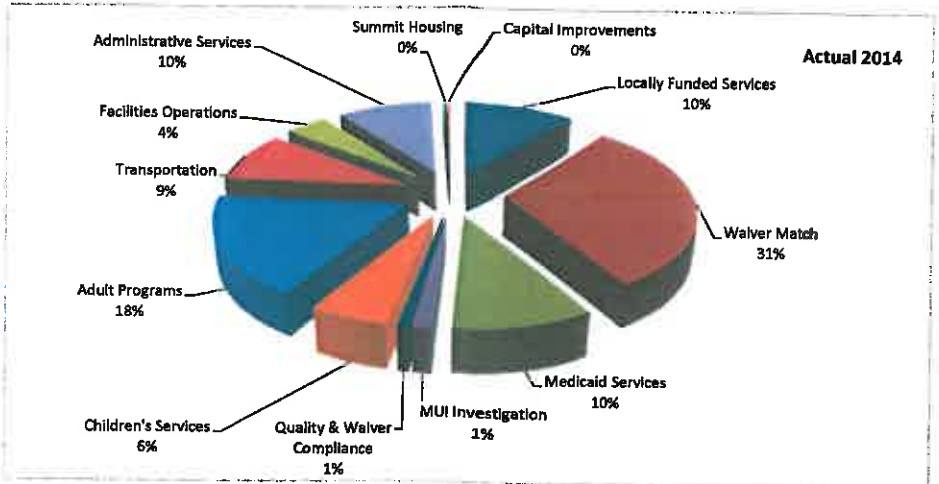
Description	Projected 2015
Federal	11,828,000
State	3,521,547
Levy	50,543,000
Other Non - Levy	364,206
<b>Totals</b>	<b>66,256,753</b>



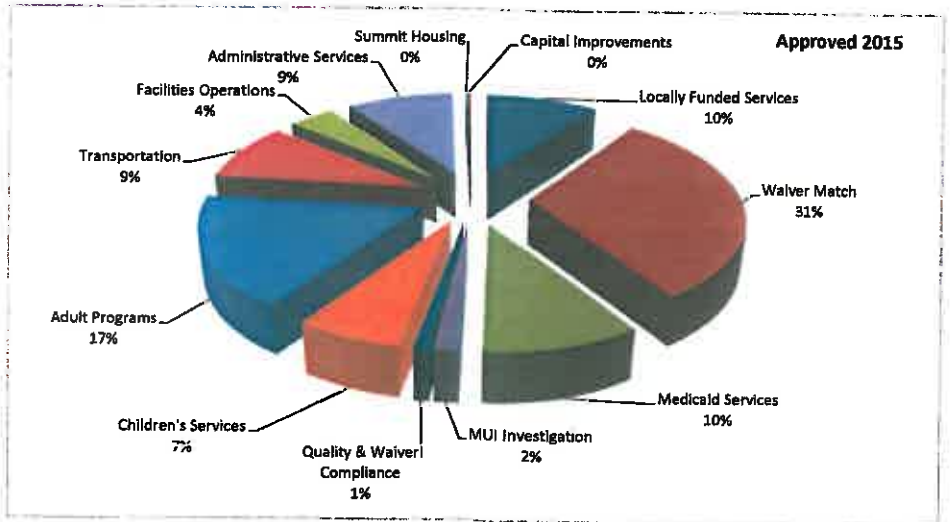
**SUMMIT DD EXPENDITURES BY PROGRAM**

Description	Actual 2014
Locally Funded Services	7,318,777
Waiver Match	22,126,519
Medicaid Services	6,899,350
MUI Investigation	993,565
Quality & Waiver Compliance	552,744
Children's Services	3,993,397
Adult Programs	12,535,787
Transportation	6,524,991
Facilities Operations	3,110,837
Administrative Services	6,871,213
Summit Housing	204,260
Capital Improvements	287,079
<b>Totals By Program</b>	<b>71,423,017</b>

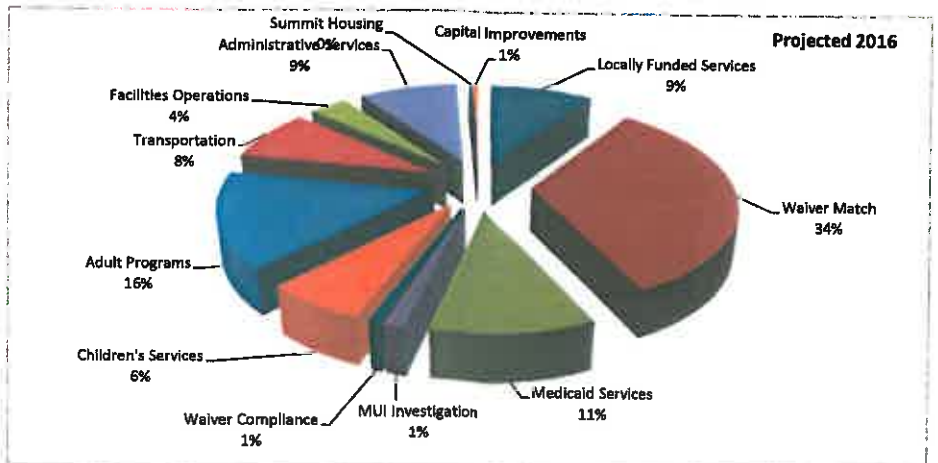
\* Does not include ERIP costs



Description	Approved 2015
Locally Funded Services	7,359,000
Waiver Match	23,865,000
Medicaid Services	7,588,606
MUI Investigation	1,206,204
Quality & Waiver Compliance	716,790
Children's Services	5,058,399
Adult Programs	13,249,371
Transportation	7,087,806
Facilities Operations	3,140,805
Administrative Services	7,302,050
Summit Housing	162,882
Capital Improvements	200,000
<b>Totals By Program</b>	<b>76,942,913</b>



Description	Projected 2016
Locally Funded Services	6,826,000
Waiver Match	24,715,000
Medicaid Services	8,011,409
MUI Investigation	1,006,069
Quality & Waiver Compliance	603,560
Children's Services	4,807,721
Adult Programs	11,516,780
Transportation	6,170,470
Facilities Operations	2,655,442
Administrative Services	6,749,792
Summit Housing	219,606
Capital Improvements	400,000
<b>Totals By Program</b>	<b>73,687,849</b>



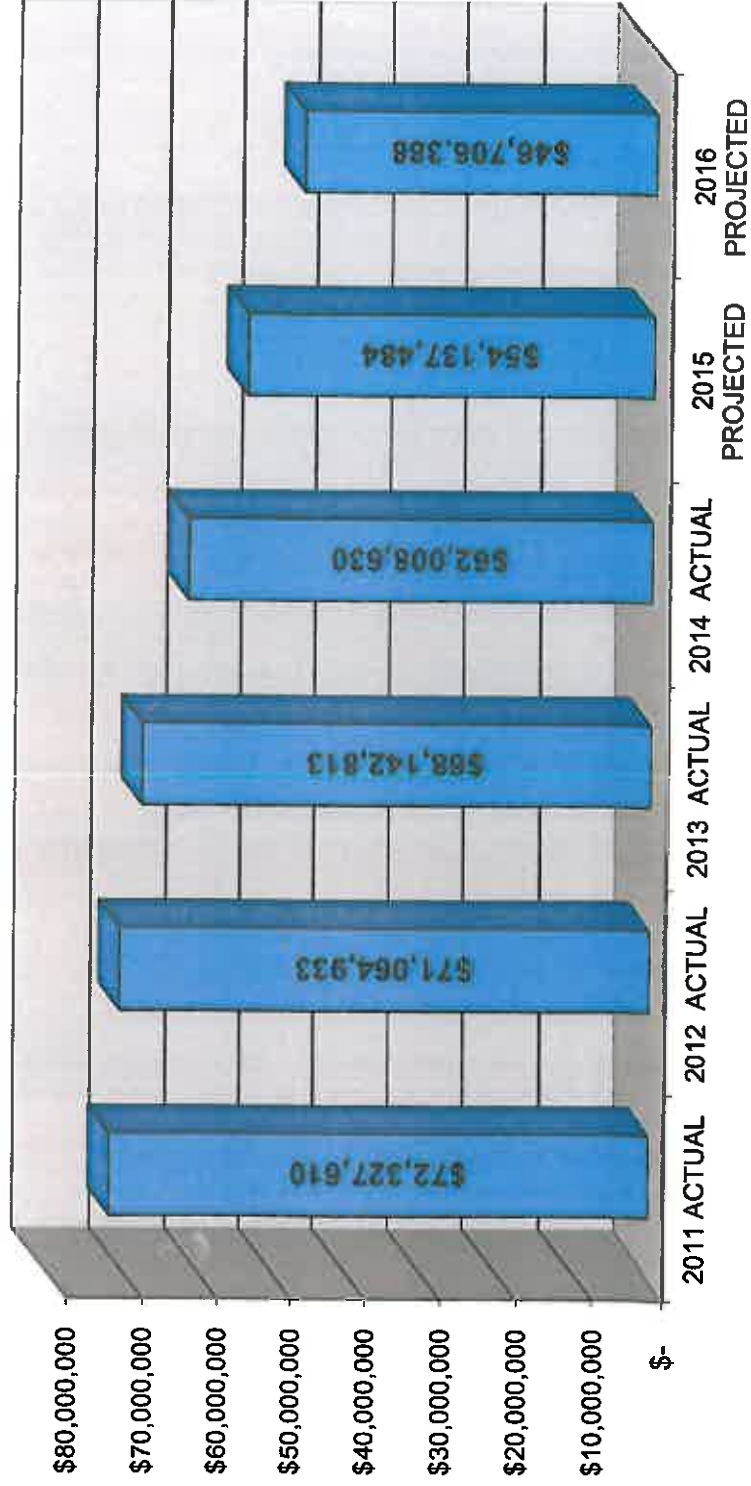


# Fund Balance Information

Based on current projections

	2011 ACTUAL	2012 ACTUAL	2013 ACTUAL	2014 ACTUAL	2015 PROJECTED	2016 PROJECTED
TOTAL ENDING FUND BALANCES	\$ 72,327,610	\$ 71,064,933	\$ 68,142,813	\$ 62,008,630	\$ 54,137,484	\$ 46,706,388

YEAR ENDING FUND BALANCES



Fund Balances are typically built up during the early years of a levy period and spent down during the later years of the levy period.

**Summit DD**  
**2016 Gifts and Donations Fund**

2016 Appropriation Request	\$	115,000
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Fund Balance as of 6/30/15	\$	171,605
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**Resolution regarding the non-federal share of Medicaid expenditures**

**Motion to approve the use of up to \$24,715,000 of the 2016 budget and funds appropriated under Section 5123.0413 of the Ohio Revised Code to pay the non federal share of the services required by section 5126.0511 of the Ohio Revised Code for Medicaid expenditures to assure the services will be available in a manner that conforms to all applicable state and federal laws. It is fully understood the payment of the non federal share represents an ongoing financial commitment of the Summit County Board of DD.**

County of Summit Developmental Disabilities Board  
 TOPIC SUMMARY REPORT

<b>Topic</b>	<b>Issue/Concern</b>	<b>Recommendation</b>	<b>Supporting Data for Recommendation</b>
Allocation of resources for support contracts in 2015	Annual maintenance fees and upgrade costs for main HR application	The Board approve the request to enter into contracts with Kronos in 2015 for an amount not to exceed \$103,515	<p>Summit DD uses the Workforce Central system provided by Kronos as its main HR servicing application for employee time tracking, personnel management, and payroll.</p> <p>The annual maintenance cost for Kronos is estimated to be up to \$40,800 in 2015, assuming up to a 3% increase over the 2014 licensing cost.</p> <p>In addition, Summit DD will be upgrading to the latest version of Workforce Central this year, and will be leveraging Kronos consulting services to assist with the upgrade. These costs are estimated to be up to \$32,890 (including 10% contingency).</p> <p>We will potentially be adding a new module, Workforce Mobile, to allow remote management and remote "clocking in" by employees that may work outside of Summit DD facilities. The cost for these licenses and related implementation costs will be \$14,000.</p> <p>There is a new version of time clock that provides an enhanced interface for employees to manage time off requests and accrued balances. The goal would be to purchase 3 of the new time clocks at \$4,500 each (\$13,500 total) and place them at the most commonly used time clock locations.</p> <p>To assist with learning the new systems, we will also purchase a Knowledge Pass to allow us to access a library of online training classes related to the new version and mobile modules at a cost of \$2,325.</p>

Submitted By: Russell DuPlain  
 Date: July 2015

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

County of Summit Developmental Disabilities Board  
 TOPIC SUMMARY REPORT

Annual maintenance	\$40,800
Version upgrade consulting	\$32,890
Mobile licenses	\$14,000
InTouch Time Clocks	\$13,500
Knowledge Pass training	\$2,325
<b>Total</b>	<b>\$103,515</b>

The combined costs of the above will be a maximum of \$103,515 for all of 2015, which is allocated in the 2015 budget.

It is recommended that the Board approve the request to enter into contracts with Kronos in 2015 for an amount not to exceed \$103,515.

Recommended for approval by the  
 July HR/LR Committee

Submitted By: Russell DuPlain  
 Date: July 2015

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



# ORDER FORM

Quote#: 434970 - 1  
 Expires: 26-SEP-2014  
 Prepared By: Plachta, Douglas M Doug

Order Type: Upgrade US  
 Date: 30-MAY-2014  
 Page: 1/2

**Bill To:** Attn:RUSSELL DUPLAIN  
 SUMMIT COUNTY DD  
 89 EAST HOWE  
 TALLMADGE  
 OH 44278  
 United States  
**Solution ID:** 6084305

**Ship To:** Attn:RUSSELL DUPLAIN  
 SUMMIT COUNTY DD  
 89 EAST HOWE  
 TALLMADGE  
 OH 44278  
 United States  
**Contact:** Russell DuPlain  
**Email:** rduplain@summitdd.org

**Payment Terms:** N30  
**Currency:** USD  
**Customer PO Number:**

**FOB:** Shipping Point  
**Ship Method:**  
**Freight Term:** Prepay & Add

**Order Notes:**

Contact Information:  
 Russell DuPlain  
 330-634-8830  
 rduplain@summitdd.org

This order is subject to the terms and conditions of that certain Sales, Software License and Services Agreement between Kronos and Customer dated 8-16-07, as amended on 4-27-2010.

Your Kronos solution includes:

## SOFTWARE

Item	License/Qty	Total Price
WORKFORCE TIMEKEEPER V7	700	
WORKFORCE MANAGER V7	70	
WORKFORCE EMPLOYEE V7	300	
WORKFORCE INTEGRATION MANAGER V7	700	
WORKFORCE ATTENDANCE V7	700	
WORKFORCE LEAVE V7	700	
WORKFORCE ADMINISTRATOR HR/PR V7	5	
WORKFORCE HR V7	750	
WORKFORCE MANAGER HR/PR V7	30	
<b>Total Price</b>		<b>\$0.00</b>

\*Includes applicable software media

## SUPPORT SERVICES

Item	Duration	Total Price
GOLD SUPPORT SERVICE	1 YR	\$0.00
<b>Total Price</b>		<b>\$0.00</b>

\*Support values listed above are total for all applicable products in each section of this Order Form



Quote#: 434970 - 1

Page: 2/2

**PROFESSIONAL SERVICES / EDUCATIONAL SERVICES**

Item	Quantity	Unit Price	Total Price
BILL-AS-YOU-GO INSTRUCTOR LEAD TRAINING	4900 Points	\$1.00	\$4,900.00
MOMENTUM ONLINE REMOTE TEAM	94 Hours		\$17,320.00
Project Manager	30 Hours	\$180.00	
Application Consultant	44 Hours	\$180.00	
Technology Consultant	20 Hours	\$200.00	
MOMENTUM ONLINE HRMS REMOTE TEAM	40 Hours		\$7,680.00
Application Consultant	16 Hours	\$180.00	
Technology Consultant	24 Hours	\$200.00	
<b>Total Price</b>			<b>\$29,900.00</b>

**QUOTE SUMMARY**

Description	Total Price
Subtotal	\$29,900.00
Deposit	
Tax	(\$0.00)
<b>Grand Total</b>	<b>\$29,900.00</b>

**SUMMIT COUNTY DD**

**Kronos Incorporated**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Effective Date: \_\_\_\_\_

Effective Date: \_\_\_\_\_

*Invoice amount will reflect deposit received. All professional services are billed as delivered with a payment term of Net Upon Receipt. Unless otherwise indicated above, this order is subject to the attached terms and conditions which the customer acknowledges have been read. THIS ORDER IS SUBJECT TO APPLICABLE TAXES. THE TAX AMOUNT SHOWN ON THIS ORDER IS ONLY AN ESTIMATE. THE ACTUAL TAX AMOUNT TO BE PAID BY CUSTOMER WILL BE SHOWN ON CUSTOMER'S INVOICE. The JBoss® Enterprise Middleware components embedded in the Software are subject to the End User License Agreement found at [http://www.redhat.com/licenses/jboss\\_eula.html](http://www.redhat.com/licenses/jboss_eula.html). Shipping and handling charges will be reflected on the final invoice.*

County of Summit Developmental Disabilities Board  
 TOPIC SUMMARY REPORT

<b>Topic</b>	<b>Issue/Concern</b>	<b>Recommendation</b>	<b>Supporting Data for Recommendation</b>
Allocation of resources for support contracts in 2015	Custom consulting solution for IT infrastructure upgrade	The Board approve the request to enter into contracts with Arakyta in 2015 for an amount not to exceed \$88,000.	<p><b>Total Cost:</b> Not to exceed \$88,000 in 2015</p> <p><b>Summary:</b>                      Summit DD is working with Arakyta to provide customized technical support as we upgrade significant portions of our technical infrastructure.</p> <p>There is a portion of these upgrades that are required to be completed by November 2015 to ensure our network will remain functional. Other work being completed will reduce ongoing support and maintenance costs by combining many separate servers into larger consolidated servers, which will allow us to reduce future support costs by \$15,000 - \$20,000 per year. We are also enhancing our server backup and disaster recovery capabilities as we upgrade these portions of our infrastructure.</p> <p>Arakyta, an Ohio-based information technology company, performs upgrades, maintenance, and hosting for their customers. They were chosen to guide and assist with Summit DD's above-noted projects given their proven methods and experience working with these types of initiatives.</p> <p>The total cost of all statements of work will be a maximum of \$88,000 for all of 2015, and funding is available in the 2015 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with Arakyta in 2015 for an amount not to exceed \$88,000.</p>

Recommended for approval by the July  
 Finance & Facilities Committee

Submitted By: Russell DuPlain  
 Date: July 2015

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



arakyta

TM

**We have prepared a quote for you**

**System Planning & Migration**

**Quote #000063**

**Version 3**

**Prepared for:**

**Summit County Developmental Disabilities**

Wednesday, June 03, 2015

Summit County Developmental Disabilities  
Russ DuPlain  
89 E. Howe Rd.  
Tallmadge, OH 44278  
[rduplain@summitdd.org](mailto:rduplain@summitdd.org)

Dear Russ,

Thank you for the opportunity to discuss and quote a solution for your Information Technology services. Attached you will find a quote for the services we discussed.

Now that the Discovery phase has ended and we've made recommendations for Summit's systems to follow best practices, we look forward to assisting the in the execution of those recommendations.

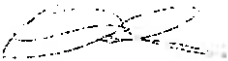
Since Summit has some in-house resources that can also carry some of the workload in the next phases, we have prepared an estimated number of hours to assist in the AD planning and migration. While this is an estimated number of hours, actual time shall be billed on a Time & Materials (T&M) basis.

I have added the approved mutually agreed Terms to this order.

The online version of this Quote is interactive and allows you to change quantities, if you would like to see a different configuration. If you make any changes and accept the Order, an updated (and signed) PDF will be emailed to you.

Should you have any questions, **please** don't hesitate to contact me. We appreciate the opportunity to show you our solution and look forward to earning your business!

Very Sincerely,



Dustin Wade  
Director of Sales  
Arakÿta

## Our Company

### Who We Are

Arakyta is a professional locally-owned and operated technology firm in Maumee, OH specializing in Information Technology Services, Operational Consulting, and Custom SharePoint Development. We focus on business strategy, process and systems. With our team, we deliver all the attention a project needs that only a small business can deliver.

### What We Do


We are problem seekers and problem solvers. Arakyta's business consulting team specializes on learning the culture and operations of your organization to provide relevant and cost savings solutions. We thrive on finding ways to enhance employee communication, work flow efficiency, and increasing bottom line results through optimizing human resources and technology.

### What To Expect

Our Discovery Process evaluates the day-to-day operations of your business by holding onsite interviews with your staff. We analyze the resources and software team members use individually and collectively. We present our findings and proposed recommendations to management that offer solutions to improve work flow process, increase productivity and cost savings by implementing custom technology solutions that fit your specific business environment.

# Microsoft Partner

## Silver Collaboration and Content

 Whether it's deploying Microsoft SharePoint to cultivate employee work flow collaboration, maintaining a healthy technology network, creating a sound disaster recovery plan, or training staff to better utilize these tools - our staff takes a look at all the options. We focus on client relationships and understanding the culture of your organization and space. We know one size does not fit all. No two companies are the same; neither are our solutions.

## Statement of Work

### Time & Materials - Labor

Arakÿta shall provide resources for Summit County Developmental Disabilities to make plans based on the recommendations from Arakÿta's discovery phase. Further, Arakÿta shall provide resources to execute those plans with respect to deploying a new Active Directory (AD) environment, Migration to the new environment, and assist in the planning, deployment, and migration of a new Exchange environment.

All Arakÿta labor will be at the direction of Summit County and billed on a T&M basis.

## Terms & Conditions

### Master Agreement

#### 1. Effective Date

This Deliverables/Projects Contract ("Master Agreement") is entered into on the date listed on any signed quotation ("Order"), the effective date ("Effective Date"), between Customer("CUSTOMER"), with its principal place of business as listed on the Order and Arakÿta, LLC., ("Arakÿta"), an Ohio Limited Liability Corporation, with its principal place of business at 1627 Henthorne Dr., Suite C, Maumee, Ohio 43537.

#### 2. Term and Renewal of Master Agreement

The term of this Master Agreement shall commence upon the Effective Date as denoted in Section 1 and shall continue for an initial term of three (3) year(s) (the "Minimum Term"). This Master Agreement shall continue in force throughout the Minimum Term and thereafter for subsequent consecutive renewal terms of one (1) year ("Renewal Term"). Renewals shall continue on such terms while a Statement of Work ("SOW") or Order exists. Upon expiration of all SOW's, auto-renewal shall cease at the end of the then currently in-force term.

#### 3. Project Engagement Authorization

- 3.1. The Services provided hereunder are subject to the rates, terms, and conditions set forth in this Master Agreement, including those terms and conditions set forth in each SOW or Order.
- 3.2. Acceptance of this Master Agreement is contingent upon acceptance by a representative of Arakÿta duly authorized to execute this Master Agreement.

#### 4. Choice of Law, Forum Selection, and Conflict of Master Agreement Conditions

- 4.1. This Agreement shall in all respects be governed by, and construed and interpreted in accordance with, the Laws of the State of Ohio without giving effect to any conflicts of law principles of such state that might refer the governance, construction, or interpretation of this Agreement to the Laws of another jurisdiction.
- 4.2. Any dispute arising from this contractual relationship shall be decided solely and exclusively by state or federal courts located in Lucas County, Ohio.
- 4.3. Each of the parties hereto irrevocably and unconditionally waives, to the fullest extent permitted by applicable law, any objection that it may now or hereafter have to the laying of venue of any action or proceeding arising out of or relating to this agreement in any court referred to in paragraph 4.2 of this section. Each of the parties hereby irrevocably waives, to the fullest extent permitted by applicable law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.
- 4.4. In the event of conflict or inconsistency between the general provisions of this Master Agreement and those of an individual SOW, or the Deliverable-specific portions of the Policies and Procedures, the conflict or inconsistency shall be resolved in the following precedence: first in favor of the this Master Agreement; next in favor of the SOW or Order; next in favor of the Policies and Procedures provided that CUSTOMER has expressly agreed to the Policies and Procedures; and last in favor of any invoice or individualized agreement executed subsequent to this Master Agreement.

#### 5. General Provisions

- 5.1. This Master Agreement is for the sole benefit of the CUSTOMER, including its affiliates, and Arakÿta and not for the benefit

of any other persons or legal entities.

- 5.2. Should any part of this Master Agreement be rendered or declared invalid by a court of competent jurisdiction, such invalidation of such part or portion of this Master Agreement shall not invalidate the remaining portions thereof, and they shall remain in full force and effect.
- 5.3. The headings in this Master Agreement are for reference purposes only and shall not be construed to affect the meaning or construction of the terms of this Master Agreement.
- 5.4. Neither party may assign this Master Agreement without the prior written consent of the other party, except that either party may, without the consent of the other, assign the Master Agreement to a controlled subsidiary of that party or a purchaser of all or substantially all of that party's assets used in connection with performing this Master Agreement, provided the assigning party guarantees the performance of and causes the assignee to assume in writing all obligations of the assignor under this Master Agreement. The rights and obligations of this Master Agreement shall bind and benefit any successors or assigns of the parties. Arakÿta's right to sub-contract others for its projects or services shall be subject to the advance informed consent of the CUSTOMER, which consent shall not be unreasonably denied. Such consent shall be deemed given if not expressly denied within 3 business days of any written request by Arakÿta.
- 5.5. The export or re-export of any deliverable by CUSTOMER may require authorization by a U.S. government agency. It is CUSTOMER's responsibility to determine and comply with any such requirement, including, if necessary, making timely application in its own name for any export license which may be required.
- 5.6. INTENTIONALLY DELETED
- 5.7. Nothing in this Master Agreement shall prevent Arakÿta from providing to other customers services that are similar or the same as services provided to CUSTOMER.
- 5.8. Failure to give notice of default or to enforce compliance with any specific provision of the Master Agreement, the waiver of any provision, or the granting of an extension of time for performance shall not be deemed to constitute the permanent waiver of any term or condition of this Master Agreement.

## 6. Pricing, Payment, and Alteration of Statement of Work

- 6.1. Arakÿta hereby agrees to provide CUSTOMER with each deliverable (collectively, the "Deliverable(s)") specifically set forth and described and incorporated herein. The corresponding service levels ("Service Levels") and applicable CUSTOMER sites ("Sites") for each deliverable incorporated herein. Arakÿta will provide qualified personnel to perform services based on the described Deliverables for CUSTOMER subject to the availability of personnel and under the terms of this Master Agreement. The parties agree that a SOW corresponding to each CUSTOMER project (collectively, the "Project(s)") or deliverable shall be agreed upon prior to work and that the SOW, containing the full and complete description of the work to be performed by Arakÿta, shall be incorporated in a complete Project/Deliverable Description. Each Project/Deliverable Description shall be attached and incorporated herein. All parties shall act to complete the work described within a reasonable time. Delivery and/or completion schedules denoted within each Project/Deliverable Description are estimates only and are dependent upon timely receipt from CUSTOMER of all necessary information and authorizations and will be accompanied with a ready to deploy date ("Ready-To-Deploy Date").
- 6.2. CUSTOMER agrees to pay Arakÿta based upon the prices and billing method denoted within each Project/Deliverable Description or SOW and CUSTOMER agrees to reimburse Arakÿta for reasonable travel, living, and related expenses incurred by Arakÿta. Arakÿta agrees to provide to CUSTOMER an estimate of expenses deemed as travel, living, and related expenses in advance of incurring them. Arakÿta agrees to waive its right to collection of travel, living, and related expenses which are

not provided in an advance estimate except in the case of a legitimate emergency. In the event such an emergency does result in travel, living, or related expenses, Arakya shall notify the CUSTOMER as soon as is reasonably practical and these expenses will be deemed collectable. Unless otherwise stated, all pricing, price terms, invoices, payments, expenses and reimbursements are expressed in U.S. Dollars.

- 6.3. Arakya will invoice CUSTOMER for amounts owing and invoices are payable upon receipt. If available, in lieu of paying sales taxes, CUSTOMER may provide Arakya with a tax exemption certificate acceptable to any applicable taxing authorities. If invoices are not paid upon receipt, Arakya will give written notice of non-payment and specify a cure period of at least fifteen (15) days. If an invoice remains unpaid after the cure period expires, Arakya may (reserving all other legal remedies and rights) terminate this Master Agreement upon five (5) business days' notice to CUSTOMER. In the event of termination or expiration of the Master Agreement, all other relevant Sections shall survive any such termination or expiration.
- 6.4. CUSTOMER will review project progression with Arakya no less frequently than monthly. All changes requested by CUSTOMER will be in writing. Arakya will notify CUSTOMER if a requested change would either require additional time or affect Arakya's charges other than those set forth in the applicable Project/Deliverable Description. Arakya will perform the change only if Arakya and CUSTOMER agree in writing on equitable adjustments to scheduled pricing and/or charges.
- 6.5. This Master Agreement, along with the applicable SOW, contains the entire agreement of the parties with respect to the subject matter of this Master Agreement, and supersede all prior negotiations, agreements, and understandings. This Master Agreement may only be amended by a written document duly executed by all parties. CUSTOMER acknowledges that no representation, promise, inducement, or statement of intention has been made by Arakya except those which are expressly included herein and in the documents referenced herein.

## **7. Intellectual Property, Data Licensing, and Data Usage Rights**

- 7.1. In the event that Arakya develops or improves materials, software, or data for the CUSTOMER, it is agreed that CUSTOMER will have a non-exclusive, perpetual, royalty-free license to use such materials, software, or data. Intellectual Property rights, title, and ownership of any materials, software, or data developed shall remain exclusively with Arakya unless otherwise provided in the SOW.
- 7.2. Software furnished by CUSTOMER for use by Arakya shall be in good and usable condition. CUSTOMER will be solely responsible for ensuring the correctness and completeness of the software and will also provide any technical support necessary in Arakya's use of such software in performance of the SOW. CUSTOMER will retain copies of all software provided to Arakya and will be solely liable for acquiring and furnishing any necessary licenses. In the event Arakya requires additional copies of the software, CUSTOMER agrees to furnish them at no additional charge. All software, and copies of software, provided by the CUSTOMER shall remain the property of CUSTOMER. Within ninety (90) days of completion of a project or service Arakya shall return all CUSTOMER software and software licenses to CUSTOMER or shall dispose of them in accordance with CUSTOMER's instructions.
- 7.3. Software furnished by Arakya may be subject to the Microsoft Licensing and Usage Agreement. CUSTOMER will be solely liable for complying with all third-party licensing agreements for any and all software used, provided, or installed as part of the SOW.

## **8. Disclaimer of Agency Relationship, Non-Solicitation of Employees, and Personnel Standards of Conduct**

- 8.1. Neither party, nor its employees or officers, are, or shall be deemed to be, employees of the other party. Each party will be solely responsible for the payment of its employees' compensation and benefits, including employment taxes, workers' compensation, unemployment insurance, and any similar taxes or assessments arising out of or associated with their employment as well as any and all other responsibilities, obligations, and liabilities employers have toward their employees.

- 8.2. Arakÿta agrees to maintain, at its own expense, levels of workers' compensation and employers' liability insurance and comprehensive general liability insurance commercially and/or statutorily required for the work to be performed hereunder and agrees to provide, upon request from CUSTOMER, a current Certificate of Insurance.
- 8.3. This Master Agreement shall not create any partnership or joint venture between the parties. Nothing contained in this Master Agreement shall be construed as creating an agency or representative relationship between the parties for any purpose. No provision of this Master Agreement grants either party any express or implied right of authority to assume or create any obligation or responsibility on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever.
- 8.4. Customer agrees that, without expressed written consent, at all times while Customer is employing the services of the Arakÿta and for twelve months after the contract period terminates, Customer will not, directly or indirectly, hire, retain (including as a consultant) or encourage any employee or contractor of Arakÿta to leave the employment of or contract with Arakÿta or hire or retain (including as a consultant) any former employee or contractor of Arakÿta who has left the employment of or contract with Arakÿta.
- 8.5. While on CUSTOMER's premises in connection with the performance of this Master Agreement and SOW, Arakÿta personnel will comply with the same rules of conduct as apply to CUSTOMER's own personnel and for which Arakÿta is given reasonable notice. On notice from CUSTOMER, Arakÿta will remove any of its personnel assigned to perform work under this Master Agreement who do not comply with these rules of conduct. CUSTOMER agrees to provide a safe working environment for Arakÿta personnel under the work requested by CUSTOMER hereunder and to make commercially reasonable adjustments if such workplace conditions change and CUSTOMER has been made aware of such changes. CUSTOMER agrees to provide to Arakÿta such office facilities, equipment, Internet access, telephone access, and other resources necessary and appropriate to perform the work described in the Project/Service Description(s).

## 9. Confidentiality of Information

- 9.1. Arakÿta and CUSTOMER acknowledge that material and information may come into the possession or knowledge of each other in the course of providing services herein which consists of confidential and proprietary data. Arakÿta and CUSTOMER agree that such information shall be treated as confidential information ("Information") on condition that it is in documentary form and marked "confidential" at the time of disclosure. If not in documentary form at the time of disclosure, the disclosing party agrees to reduce such to a writing and to forward to the receiving party within ten (10) days from the date of initial disclosure. Arakÿta and CUSTOMER agree to hold such Information in strictest confidence; not to make use thereof other than for the performance of the contract; to release it only to employees requiring such information and not to release or disclose it to any other party. No obligation of confidentiality applies to any Information that the receiving party (i) already possesses without obligation of confidentiality; or (ii) develops independently; or (iii) rightly receives without obligation of the confidentiality from a third party; or (iv) receives after prior disclosure by the disclosing party to a non-client third party without similar restrictions. This obligation shall survive the termination of this Master Agreement.
- 9.2. Arakÿta shall treat as confidential, and shall not disclose or otherwise make available, the personal account information or other data received by Arakÿta from the CUSTOMER or its customers to any person, other than employees, agents, sub-contractors or affiliates of Arakÿta or CUSTOMER (collectively "Employees and Agents"). Arakÿta shall instruct such Employees and Agents to keep such information confidential by using the same care and discretion that Arakÿta uses with respect to its own confidential information. CUSTOMER may provide Arakÿta with information or access to information concerning personas or entities that obtain financial products or services from CUSTOMER. Arakÿta acknowledges that its right to use and re-disclose non-public personal information concerning CUSTOMER's clients (the "Information") is limited by the Gramm-Leach-Bliley Act of 1999 (Pub.L. 106-102, 113 Stat. 1138) (the "GLB Act") and its implementing regulations and by other federal and state laws and regulations regarding privacy and the confidentiality of CUSTOMER records. To protect the privacy of Information Arakÿta agrees that it shall:



- 9.2.1. Limit access to confidential information to those Employees and Agents who have a need to know so as to carry out the purposes for which the information was disclosed;
  - 9.2.2. Use information solely to carry out the purposes for which the information was disclosed and for no other purpose;
  - 9.2.3. Take reasonable steps to ensure the security and confidentiality of CUSTOMER information;
  - 9.2.4. Immediately notify CUSTOMER in the event of any breach in security related to the information; and,
  - 9.2.5. Establish, document, and implement reasonable measures for the proper disposal of the information.
- 9.3. Upon the termination or expiration of a SOW or this Master Agreement, both CUSTOMER and Arakÿta agree to immediately return to the other Party any and all documents, records, computer disks, and all other repositories of any Confidential Information, including copies thereof, provided to or then in that Party's possession or control. To the extent Confidential Information is stored in electronic form on any computers or other electronic devices owned by one of the Parties, that Party further agrees to irretrievably delete all such information and to confirm the fact of deletion in writing within three (3) calendar days following termination or expiration of a SOW or this Master Agreement.

## 10. Warranty, Limitation of Liability, and Indemnity

### 10.1. INTENTIONALLY DELETED

10.2. Arakÿta shall perform its services for Customer in a competent and workmanlike manner. Should Arakÿta fail to perform its services in a competent and workmanlike manner, Arakÿta shall repair and replace its work at Arakÿta's expense. Customer agrees that should any equipment or other item be covered by a separate manufacturer warranty, that Customer will pursue the manufacturer warranty to the fullest extent before looking to Arakÿta for any repair and replacement obligation. Customer waives any claim for consequential damages against Arakÿta, and any claim for monetary relief by Customer shall be limited to the extent of Arakÿta's available insurance to cover Customer's claim.

10.2.1. Except as otherwise provided, neither party shall be liable for any consequential damages for lost profits, lost revenues, loss of goodwill, loss of anticipated savings, loss of data, or any indirect, incidental, special, consequential, exemplary, or punitive damages arising out of the performance or failure to perform under this master agreement, or any SOW.

10.3. Arakÿta shall maintain a policy of General and/or Professional Liability Insurance in such an amount no less than one million dollars. Notwithstanding anything to the contrary in this Master Agreement, Customer's right to damages shall extend to, and be limited to, the amount of such insurance. Upon written request, Arakÿta shall provide the CUSTOMER a copy of any Declarations page of any then in-force insurance policy. Arakÿta further agrees to notify CUSTOMER in writing in advance of any change to the scope, limits, or carrier for any insurance maintained by Arakÿta.

## 11. Termination and Termination Charges

11.1. CUSTOMER may, by thirty (30) days' written notice to Arakÿta, terminate the Master Agreement.

11.2. Arakÿta may, without further liability and at its sole discretion, terminate this Master Agreement if CUSTOMER is past due in paying any Arakÿta invoice and has failed to cure such non-payment within fifteen (15) days of written or email notice in accordance with Section 6.3.

11.3. Either party may immediately terminate this Master Agreement upon occurrence of any of the following triggering events:

- 11.3.1. Either party materially breaches any of the provisions or requirements of this Master Agreement and such breach is not cured within ninety (90) days after receipt of written notification from the non-breaching party; or
- 11.3.2. Either party ceases to conduct business in the normal manner, or is adjudicated bankrupt, or if a receiver or trustee is appointed for all or a substantial portion of its assets, or if any assignment for the benefit of its creditors is made. In the event of any such termination, CUSTOMER shall pay Arakÿta on or before the effective date of termination all fees due, including but not limited to any out-of pocket expenses incurred up to the date of termination, and termination charges set forth herein or in any SOW or any other legal or equitable remedy or relief as may be appropriate.
- 11.4. Upon the termination or expiration of a SOW or this Master Agreement, CUSTOMER agrees to allow Arakÿta to remove all Arakÿta owned or leased equipment, software, or materials from the CUSTOMER's premises. At the time of removal, such equipment, software, and materials shall be in the same condition as when delivered to CUSTOMER or installed at the CUSTOMER's premises, normal wear and tear excepted.
- 11.5. Any termination of this Agreement shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuance in force of any provision hereof which is expressly or by implication intended to come into or continue in force on or after such termination.
- 11.6. Except in the event of Arakÿta's material breach prior to its agreed expiration date, CUSTOMER may terminate or cancel service under a SOW (i) following Arakÿta's acceptance of a CUSTOMER Order with written notice to Arakÿta delivered prior to delivery of a Completion Notification Email by Arakÿta or (ii) following the delivery of a Completion Notification Email but prior to the end of the service Term and upon thirty (30) days' prior written notice to Arakÿta (in a form reasonably requested by Arakÿta). In the event that CUSTOMER terminates service as set forth herein, or in the event that the delivery of service is terminated by Arakÿta as the result of an uncured default by CUSTOMER, CUSTOMER shall pay Arakÿta a termination charge equal to the sum of:
- 11.6.1. all unpaid amounts for service through the date of termination; and
  - 11.6.2. any third party cancellation/termination charges related to the installation and /or termination of service; and
  - 11.6.3. the non-recurring charges for the cancelled service, if not already paid.
- All termination charges shall be due and payable within fifteen (15) days after the effective date of termination of the SOW.
- 11.7. Upon the termination or expiration of this Master Agreement, CUSTOMER may request, at CUSTOMER's sole option, that all data maintained by Arakÿta for the benefit of CUSTOMER be provided in electronic format. Upon Arakÿta's receipt of a written request for such transfer, Arakÿta shall provide a full backup of such data within five (5) business days. CUSTOMER shall be charged the then-standard hourly rate for such service in addition to expenses for media or other storage medium used to conduct the transfer.

## 12. Address for Notices

Any notice or report required under this Master Agreement will be given in writing by personal delivery, commercial express delivery service, or by certified mail directed to the address of the party given below or to such other address as may be substituted by written notice to the other party. All notices will be effective upon receipt.

Arakÿta, LLC.  
1627 Henthorne, Suite C  
Maumee, Ohio 43537

**THIS MASTER AGREEMENT CONTAINS THE COMPLETE AND INTEGRATED UNDERSTANDING OF THE PARTIES WITH RESPECT TO THE MATTERS CONTAINED HEREIN. NO WAIVER, ALTERATION, OR MODIFICATION OF ANY OF THE PROVISIONS OF THIS AGREEMENT WILL BE BINDING OR BE GIVEN EFFECT UNLESS IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF THE PARTY TO BE BOUND. NEITHER THE COURSE OF CONDUCT BETWEEN THE PARTIES NOR INDUSTRY TRADE USAGE WILL ACT TO MODIFY OR ALTER THE EXPRESS PROVISIONS OF THIS AGREEMENT. IF CUSTOMER ISSUES A PURCHASE ORDER OR OTHER SIMILAR DOCUMENT SUBSEQUENT TO THE EXECUTION OF THIS MASTER AGREEMENT, IT SHALL BE FOR CUSTOMER'S INTERNAL PURPOSES ONLY AND WILL HAVE NO EFFECT ON THIS MASTER AGREEMENT OR THE SERVICES TO BE PROVIDED.**

## System Planning & Migration

**Quote Information:**

Quote #: 000063  
 Version: 3  
 Delivered: 06/03/2015  
 Expires: 06/26/2015

**Prepared for:**

Summit County Developmental  
 Disabilities  
 Russ DuPlain  
 89 E. Howe Rd.  
 Tallmadge, OH 44278  
 rduplain@summitdd.org  
 (330) 634-8830

**Prepared by:**

Arakÿta  
 Dustin Wade  
 419-740-7150  
 dustin@arakÿta.com



Migration / Professional Services		Price	Qty	Ext. Price
	Engineering Labor (per hour)	\$135.00	200	\$27,000.00
<b>Migration / Professional Services Subtotal</b>				<b>\$27,000.00</b>

Quote Summary		Amount
Migration / Professional Services		\$27,000.00
<b>Total</b>		<b>\$27,000.00</b>

All pricing quoted does NOT reflect any shipping or applicable taxes.

By signing below, I understand and approve all items listed in this Quote and approve this Quote to become my Order. I acknowledge that I have reviewed and understand all Terms associated with this Order listed at: [www.arakÿta.com/terms/](http://www.arakÿta.com/terms/)

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> <li>• Security and Criminal Investigation services for Summit DD</li> </ul>	<ul style="list-style-type: none"> <li>• Safety and security of persons served and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.</li> </ul>	<ul style="list-style-type: none"> <li>• Renew a contract with Summit County Sheriff's office for a 16 month term to provide security and increase investigation services at a cost not to exceed \$288,618.90.</li> </ul>	<p><b>Service Area:</b> Health and Welfare</p> <p><b>Total Cost:</b> \$ 288,618.90</p> <p><b>Amount of Increase/Decrease:</b> \$103,579.57 decrease annually</p> <p><b>Outcomes:</b> Since the inception of the contract in June 2013 there have been 276 criminal cases opened with 31 felony arrests and 36 misdemeanor arrests. The 31 felony arrests led to 22 indictments to date.</p> <hr style="border-top: 1px dashed black;"/> <ul style="list-style-type: none"> <li>• The contract with the Summit County Sheriff's office provides an assigned deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Administration building. The deputy also responds to other Summit DD facilities and may accompany Summit DD staff to on-site locations when needed. In addition, the deputy will take initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature.</li> <li>• The contract also provides on Summit County Sheriff's detective to investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands.</li> </ul>

Submitted By: Billie Jo David

Date: 7/2/2015

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

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

			<ul style="list-style-type: none"><li>• The Detective will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities. The goal will be for more local jurisdictions to open and investigate criminal cases.</li><li>• The contract reduces the number of detectives from two to one. Since the contract added a second detective in August 2014 there was not a substantial increase of the number of cases opened or arrests. Allocating some of the deputy's time to initial notifications and police reports will streamline the criminal process and provide more timely coordination with MUI Investigators assigned to criminal cases.</li><li>• Proposed contract with the Summit County Sheriff's Office is for a 16 month term commencing September 1, 2015 through December 31, 2016. Future contracts will follow a calendar year. Funds are allocated in the 2015 and 2016 budget.</li></ul>
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**Recommended for approval by the July  
Finance & Facilities and  
Services & Supports Committees**

Submitted By: Billie Jo David

Date: 7/2/2015

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

## POLICING CONTRACT

THIS POLICING CONTRACT (hereafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst the County of Summit Developmental Disabilities Board (hereinafter "DD"), with its office located at 89 East Howe Road, Tallmadge, Ohio 44278, the County of Summit, Ohio, by the County Executive (hereafter "County"), as duly authorized by County Council Resolution No. \_\_\_\_\_, enacted on \_\_\_\_\_, 20\_\_ with its offices located at 175 South Main Street, Akron, Ohio 44308 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with its office located at 53 University Avenue, Akron, Ohio 44308.

### WITNESSETH:

WHEREAS, DD desires to obtain policing services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such policing services to DD in accordance with the terms as set forth in this Contract.

THEREFORE, in consideration of the covenants and promises made herein, the parties agree as follows:

1. Services. The Sheriff's Office will be the Primary law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide DD with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

(a) The total number of Deputies provided to DD during the term of this Contract will be as follows:

**(2) two Deputies - (1) one (Detective) (1) one Deputy (Security),**

(b) Deputy will be scheduled by the Sheriff to provide DD with Services for Five (5) Eight (8) Hour Shifts per week, as may be adjusted if necessary by the Sheriff or his designee.

(c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outlined in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy

(d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.

(e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to DD.

2. Equipment. The Sheriff will provide a Deputy with **Two (2) Vehicles per shift**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term. The term of this Contract is sixteen (16 months) commencing on September 1, 2015 and will terminate at midnight on December 31, 2016 ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein or if DD funding is not available. The contract can not be terminated by either party for no cause during the sixteen (16 months): If a new Contract has not been executed as of the Termination Date (December 31, 2016), then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates the Contract upon thirty (30) days written notice or the

parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

4. Payment.

(a) During the Term of this Agreement, the costs for salaries and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

**Total Amount of Contract:** **\*\$288,618.90**

\*As may be adjusted as provided herein.

(b) DD agrees to pay for the aggregate annual salaries of all the Deputies providing Services and the vehicle costs in equal monthly installments without any right of setoff (hereafter "Payment"). The Payment shall be the amounts set forth above, however, at any time during the term of this Contract the Payment will be increased to include salary increases, renegotiated labor contract terms, insurance increases and other inflationary adjustments. Since the increased costs are not known at this time, DD understand and agree that the Payment will be increased to include such costs when incurred. In addition to the Payment, a surcharge shall be charged upon notice from the County in the event fuel, insurance or other operating costs increases at any time during any term of this Contract ("Surcharge"). If the operating costs (such as the cost of fuel) decreases and remains at the lower cost for at least 30 days, then the Surcharge will be adjusted to reflect the decrease in such operating costs. The inflationary adjustments and Surcharges shall be charged to DD on December 31, of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

In addition to the above stated policing services, the rate also includes but is not limited to provisions of all equipment, and supplies by the Sheriff, supervision of deputies, all training and firearms qualifications, administrative and clerical costs.

(c) The Payment will cover and pay the expenses of the Deputies salaries (which is the regular salary and no overtime pay), equipment costs, hospitalization, current funding costs for retirement pensions and Workers' Compensation for the detective assigned to DD under this Contract; also the costs for training, equipment and supplies which will include the use of the vehicles as set forth above for use under this Contract.

(d) DD is required to make the Payment for Deputies that are absent due to personnel related matters such as vacation or illness. The estimated annual salary for a Deputy is set forth in Schedule A and is subject to salary increases during the Term.

(e) The Payment does not include: over-time pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputies (collectively "Additional Costs"). Any Additional Costs shall be paid by DD to the County within 30 days of incurring such costs.

(f) Payment shall be sent to: Policing Rotary Fund  
c/o Summit County Sheriff's Office  
53 University Avenue



Akron, Ohio 44308

5. Duties and Qualifications. The Deputies assigned to DD pursuant to this Agreement shall have the same powers and duties, the same qualifications, shall be appointed, paid and receive the same benefits and provisions and shall be governed by the same laws as all other County Deputy Sheriffs.
6. Release. The County will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against DD. DD acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies acting within the scope of their employment. DD is not provided insurance coverage under the County's insurance policy and DD must provide for its own insurance policy or self-insurance coverage.
7. Default. If DD fails to make any payments due hereunder or fails to abide by the terms of this Contract, then DD shall be in default. The County or Sheriff shall provide notice of such default and if DD fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of DD.
8. Entire Agreement. This Contract constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the date signed by the County Executive.

**COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD**

**Approved as to Correctness and Form:**

By: \_\_\_\_\_  
Printed Name: John J. Trunk  
Title: Superintendent

By: \_\_\_\_\_

**SHERIFF OF SUMMIT COUNTY, OHIO**

By: \_\_\_\_\_  
Steve Barry  
Sheriff, County of Summit, Ohio

**COUNTY OF SUMMIT, OHIO**

By: \_\_\_\_\_  
Russell M. Pry  
Executive, County of Summit, Ohio

Date

**Approved as to Correctness and Form:**

By: \_\_\_\_\_  
Deborah S. Matz, Director  
Department of Law

Schedule A

DD

2 Deputies- 1 detectives, 1 security  
 2 Vehicles (2 shifts)  
 2 Radios

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>	
	(9/1/15 - 12/31/15)		
2015	\$97,056.00 (annual) /12 mo=\$8,088.00 X 4 mo X 2 =		\$ 64,704.00
2015	<u>Vehicle (Annual)</u> (9/1/15 - 12/31/15) \$27,334.00 /3 (1/3 Shift) = \$9,111.33 per shift \$9,111.33 /12 mo = \$759.28 mo X 4 mo X 2 Veh. =		\$ 6,074.24
	<u>Dispatch (Annual)</u> \$6,445.00 (waived) =		\$ 0.00
	\$144/12mo=\$12.00 X 4= \$48.00 X 2		= \$ 96.00
2015	<b>Total</b>		<b>\$ 70,874.24 /4 = \$17,718.56</b>
<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>	
2016	99,617.00 X 2		= \$ 199,234.00
2016	<u>Vehicle (Annual)</u> (1/1/16 - 12/31/16) \$27,334.00 /3 (1/3 Shift) = \$9,111.33 per shift \$9,111.33 X 2 Veh.		= \$ 18,222.66
	Radio purchase (\$5,000.00) annual (waived)		0.00
	<u>Radios (Annual)</u> \$144 X 2 =		\$ 288.00
	<u>Dispatch (Annual)</u> \$6,445.00 (waived) =		\$ 0.00
2016	<b>Total</b>		<b>\$217,744.66 /12 = \$18,145.39</b>
			<b>Per month</b>
	<b>Total:</b>		<b>*\$288,618.90</b>

\*As may be adjusted as provided herein.

### Schedule B:

- 1) The **Deputy (Policing/Security)** will perform the following duties for the Summit County Board of DD:
  - a) Patrol the main campus at Howe Ave on an ongoing basis throughout scheduled work days.
  - b) Be available to respond to any immediate security needs at any/all Summit DD operated properties.
  - c) Completion of police reports for criminal MUI's reported and communication of criminal determinations to the Summit DD Intake and Investigative Agents.
- 2) The **Deputy (Detective)** will perform the following duties for the Summit County Board of DD:
  - a) Lead investigation duties for all MUIs which fit criminal criteria, including but not limited to: conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands. All investigatory duties will meet the requirements outlined in the Ohio Administrative Code Section 5123:2-17-02.
  - b) Communicate with the Summit County Prosecutor's Office, as well as other local law enforcement entities when necessary or requested by the Summit County Board of DD.
  - c) Present the investigation file to the Prosecutor assigned to the case.
  - d) Complete investigatory reports as per Sheriff's Office protocol, and share information in written and verbal form to the assigned Investigative Agent for inclusion in the MUI written report. Consult with Investigative Agents as needed/requested to communicate relevant findings and details of the investigations.
- 3) **Both Deputies** will perform the following duties for the Summit County Board of DD:
  - a) Track arrests and prosecution of crimes against persons with developmental disabilities for reporting purposes.
  - b) Provide monthly case activity reports and annual case summaries to the Summit DD Finance Department/Administration and the Summit County Sheriff's Office Investigation Bureau Commander. Monthly reports shall provide an accounting of the Deputies' hours worked for each month.
  - c) Attend weekly MUI Unit departmental meetings to foster communication between Investigative Agents and Deputies, as well as communicate any departmental changes in protocol/process.
  - d) Use Summit DD technology and software to communicate between departments and enter documentation into the Summit DD document management system.
  - e) Accompany Summit DD personnel as requested into potentially unsafe situations, where risk of harm may be indicated.
  - f) Perform emergency removals of developmentally disabled individuals (per Sheriff's Office protocol) if/when imminent risk of harm is indicated.
  - g) Assist Investigative Agents in conducting Crisis Intervention Team (CIT) and/or other relevant trainings regarding the interface between police officers and individuals served by the Summit County Board of DD.
  - h) Assist in educating local/county prosecutors regarding the ability of persons served to testify in criminal proceedings, and the overall MUI investigatory process.
  - i) Attend trainings specific to individuals with developmental disabilities as offered.

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>	<b>SUPPORTING DATA FOR RECOMMENDATION</b>
<p>Creation of Board Policy 3023 - Electronic Signatures</p>	<p>Summit DD needs to create a policy to govern the use of electronic signatures</p>	<p>Approval of new Policy 3023 – Electronic Signatures</p>	<p>Summit DD has implemented new technology to allow employees and individuals we interact with to sign documents electronically, without the need for printing.</p> <p>Ohio Revised Code already contains rules that allow County entities to use electronic signatures in place of hand-written ones.</p> <p>Summit DD needs a policy in place to govern how we will use and manage electronic signatures, and a related procedure to guide employee usage of electronic signatures.</p> <p>It is recommended that the Board approve the new Policy 3023 - regarding the use of electronic signatures.</p>

**Recommended for approval by the July  
HR/LR Committee**

Submitted By: Russ DuPlain

Date: July 2015

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

## 3023 – ELECTRONIC SIGNATURES

Electronic signatures may be utilized at Summit DD by both employees and providers. Electronic signatures are legally binding as a means to identify the author and to confirm that the contents are what the author intended. They have the equivalent level of legal protection that is given to paper based signatures.

Procedures will be created to verify that an electronic signature or record is that of a specific person, or for detecting changes or errors in the information in an electronic record as required to facilitate secure authentication of electronic records.

ORC § 1306 Ohio Uniform Electronic Transactions Act  
ORC § 304 Electronic Records and Signatures for Counties  
ORC § 117.111 County office using electronic records and signatures

**SUMMIT COUNTY DD BOARD  
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE  
FOR THE FIVE MONTHS ENDED MAY 31, 2015 AND 2014**

	5/31/2015			5/31/2014				
	2015 ANNUAL BUDGET	2015 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2014 ANNUAL BUDGET	2014 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 50,520,000	\$ 22,886,582	\$ 27,633,418	54.7%	\$ 50,896,620	\$ 22,569,621	\$ 28,326,999	55.7%
PERSONAL PROPERTY REIMB	533,981	-	533,981	100.0%	533,981	-	533,981	100.0%
REIMBURSEMENTS	16,395,286	5,993,960	10,401,326	63.4%	15,250,321	8,786,015	6,464,306	42.4%
GRANTS	630,000	214,672	415,328	65.9% 1	1,080,000	229,752	850,248	78.7%
CONTRACT SERVICES	868,000	124,556	743,444	85.7%	325,000	172,127	152,873	47.0%
REFUNDS	-	-	-	0.0%	-	26,712	(26,712)	0.0%
OTHER RECEIPTS	124,500	55,963	68,537	55.0%	350,000	173,428	176,572	50.4%
SALES	-	-	-	0.0%	-	2	(2)	0.0%
<b>TOTAL REVENUE</b>	<b>\$ 69,071,767</b>	<b>\$ 29,275,733</b>	<b>\$ 39,796,034</b>	<b>57.6%</b>	<b>\$ 68,435,922</b>	<b>\$ 31,957,657</b>	<b>\$ 36,478,265</b>	<b>53.3%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 24,512,500	\$ 9,373,023	\$ 15,139,477	61.8%	\$ 25,251,980	\$ 9,959,654	\$ 15,292,326	60.6%
ERIP COSTS	-	77,623	(77,623)	0.0%	5,143,037	905,788	4,237,249	82.4%
EMPLOYEE BENEFITS	11,111,902	4,235,744	6,876,158	61.9%	11,280,271	4,445,080	6,835,191	60.6%
SUPPLIES	1,502,985	547,009	955,976	63.6%	1,492,195	497,106	995,089	66.7%
TRAVEL AND TRAINING	390,963	122,273	268,690	68.7%	408,820	129,498	279,322	68.3%
CONTRACT SERVICES	13,070,585	4,136,761	8,933,824	68.4%	11,589,499	5,233,657	6,355,842	54.8%
MEDICAID COSTS	23,865,000	10,655,607	13,209,393	55.4%	21,960,000	8,352,983	13,607,017	62.0%
UTILITIES	701,150	320,615	380,535	54.3%	809,000	331,581	477,419	59.0%
RENTALS	631,022	616,590	14,432	2.3%	760,740	735,733	25,007	3.3%
ADVERTISING	130,000	83,148	46,852	36.0% 2	135,000	31,702	103,298	76.5%
OTHER EXPENSES	377,806	265,736	112,070	29.7%	409,630	268,931	140,699	34.3%
EQUIPMENT	449,000	471,365	(22,365)	-5.0%	647,200	153,974	493,226	76.2%
REAL PROPERTY IMPROVEMENT	200,000	287,760	(87,760)	-43.9%	500,000	24,933	475,067	95.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 76,942,913</b>	<b>\$ 31,193,254</b>	<b>\$ 45,749,659</b>	<b>59.5%</b>	<b>\$ 80,387,372</b>	<b>\$ 31,070,620</b>	<b>\$ 49,316,752</b>	<b>61.3%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (7,871,146)</b>	<b>\$ (1,917,521)</b>			<b>\$ (11,951,450)</b>	<b>\$ 887,037</b>		
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>						
PLUS: REVENUE	\$ 62,008,630	\$ 62,008,630						
LESS: EXPENDITURES	69,071,767	29,275,733						
	(76,942,913)	(31,193,254)						
<b>ENDING FUND BALANCE</b>	<b>\$ 54,137,484</b>	<b>\$ 60,091,109</b>						

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

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENTS  
FOR THE MONTH ENDED MAY 31, 2015  
(Rounded)**

An evenly distributed budget remaining for a one month period  
Evenly distributed budget remaining for seven months

8.3%  
58.3%

<u>Revenue:</u>	<u>Current Month</u>	
1 Grants:	\$ 90,000	

<u>Expenditures:</u>		
2 Advertising:	Additional cost due to DD awareness month	

<u>Revenue:</u>	<u>Prior Months</u>	
Property Taxes:	\$ 301,000	Refund of excess Real Estate Assessment (REA) fees collected by the Summit County Fiscal Office to help defray reappraisal and reassessment costs.

<u>Expenditures:</u>		
ERIP:	Exit costs for a combined total of nine (9) participants retiring in December and February offset by a refund of PERS buy-out costs for one (1) individual that rescinded.	96,700 (19,100)
Rentals:	Prepayment to Summit Housing Corp. for annual facility rents for the Akron, Ellet and Twinsburg Centers.	612,000

Other Expenses:	Payments to Wichert Insurance Company for the following insurance costs: Cyber insurance with AIG-Illinois International Insurance Director and officers liability insurance with Hiscox Insurance Company Property & casualty, business automobile and umbrella coverage with Selective Insurance Company Purchase of five (5) new buses for the Transportation Department	11,000 39,000 103,000 301,000
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Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$390,000 of an available \$461,000 from prior year purchase orders and encumbrances. Of the total expenditures in this category approximately \$82,000 was used out of the 2015 budget.

Real Property Improvements:  
Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$208,000 of an available \$217,000 from prior year purchase orders and encumbrances. Of the total expenditures in this category approximately \$80,000 was used out of the 2015 budget.



**SUMMIT COUNTY DD BOARD  
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE  
FOR THE SIX MONTHS ENDED JUNE 30, 2015 AND 2014**

	6/30/2015			6/30/2014			YTD % BUDGET REMAINING	2014 ANNUAL BUDGET	2014 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2015 ANNUAL BUDGET	2015 YTD ACTUAL	YTD \$ BUDGET REMAINING	2015 YTD % BUDGET REMAINING	2014 ANNUAL BUDGET	2014 YTD ACTUAL					
<b>OPERATING REVENUE</b>											
PROPERTY TAXES	\$ 50,520,000	\$ 25,939,772	\$ 24,580,228	48.7% 1	\$ 50,896,620	\$ 22,569,621	\$ 28,326,999				55.7%
PERSONAL PROPERTY REIMB	533,981	266,990	266,991	50.0% 2	533,981	266,990	266,991				50.0%
REIMBURSEMENTS	16,395,286	7,290,486	9,104,800	55.5% 3	15,250,321	9,639,374	5,610,947				36.8%
GRANTS	630,000	219,603	410,397	65.1%	1,080,000	231,593	848,407				78.6%
CONTRACT SERVICES	868,000	140,915	727,085	83.8%	325,000	195,773	129,227				39.8%
REFUNDS	-	-	-	0.0%	-	26,712	(26,712)				0.0%
OTHER RECEIPTS	124,500	63,924	60,576	48.7%	350,000	189,917	160,083				45.7%
SALES	-	-	-	0.0%	-	2	(2)				0.0%
<b>TOTAL REVENUE</b>	<b>\$ 69,071,767</b>	<b>\$ 33,921,690</b>	<b>\$ 35,150,077</b>	<b>50.9%</b>	<b>\$ 68,435,922</b>	<b>\$ 33,119,982</b>	<b>\$ 35,315,940</b>				<b>51.6%</b>
<b>OPERATING EXPENDITURES</b>											
SALARIES	\$ 24,512,500	\$ 11,039,355	\$ 13,473,145	55.0%	\$ 25,251,980	\$ 11,676,171	\$ 13,575,809				53.8%
ERIP COSTS	-	77,623	(77,623)	0.0%	5,143,037	937,031	4,206,006				81.8%
EMPLOYEE BENEFITS	11,111,902	5,077,513	6,034,389	54.3%	11,280,271	5,246,998	6,033,273				53.5%
SUPPLIES	1,502,985	639,950	863,035	57.4%	1,492,195	560,496	931,699				62.4%
TRAVEL AND TRAINING	390,963	154,929	236,034	60.4%	408,820	173,836	234,984				57.5%
CONTRACT SERVICES	13,070,585	4,807,181	8,263,404	63.2% 4	11,589,499	5,933,974	5,655,525				48.8%
MEDICAID COSTS	23,865,000	10,655,607	13,209,393	55.4%	21,960,000	8,367,403	13,592,597				61.9%
UTILITIES	701,150	374,986	326,164	46.5%	809,000	381,657	427,343				52.8%
RENTALS	631,022	618,016	13,006	2.1%	760,740	737,198	23,542				3.1%
ADVERTISING	130,000	89,305	40,695	31.3%	135,000	34,431	100,569				74.5%
OTHER EXPENSES	377,806	297,972	79,834	21.1% 5	409,630	301,913	107,717				26.3%
EQUIPMENT	449,000	471,365	(22,365)	-5.0%	647,200	153,974	493,226				76.2%
REAL PROPERTY IMPROVEMENT	200,000	287,760	(87,760)	-43.9%	500,000	24,933	475,067				95.0%
<b>TOTAL EXPENDITURES</b>	<b>\$ 76,942,913</b>	<b>\$ 34,591,562</b>	<b>\$ 42,351,351</b>	<b>55.0%</b>	<b>\$ 80,387,372</b>	<b>\$ 34,530,015</b>	<b>\$ 45,857,357</b>				<b>57.0%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (7,871,146)</b>	<b>\$ (669,872)</b>	<b>\$ (669,872)</b>		<b>\$ (11,951,450)</b>	<b>\$ (1,410,033)</b>					
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>									
PLUS: REVENUE	\$ 62,008,630	\$ 62,008,630									
LESS: EXPENDITURES	69,071,767	33,921,690									
	(76,942,913)	(34,591,562)									
<b>ENDING FUND BALANCE</b>	<b>\$ 54,137,484</b>	<b>\$ 61,338,758</b>									

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

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENTS  
FOR THE MONTH ENDED JUNE 30, 2015  
(Rounded)**

An evenly distributed budget remaining for a one month period 8.3%  
Evenly distributed budget remaining for six months 50.0%

	<u>Current Month</u>	
<b><u>Revenue:</u></b>		
1 Property Taxes:		\$ 3,000,000
2 Personal Property Reimb:		267,000
	This reimbursement is completely phased out of the current state budget, but with OACB advocacy, an alternative proposal was passed where county boards will receive some reimbursement to help offset the loss in revenue likely to be in the form of allocation which is a direct credit against waiver match cost.	
3 Reimbursements:		290,000
<b><u>Expenditures:</u></b>		
4 Contract Services:	Summit 2020 project	65,000
5 Other Expenses:	County chargeback for building insurance	27,500
	Quarterly Medicaid Administrative Claims (MAC) reimbursement	290,000

	<u>Prior Months</u>	
<b><u>Revenue:</u></b>		
Property Taxes:	Refund of excess Real Estate Assessment (REA) fees collected by the Summit County Fiscal Office to help defray reappraisal and reassessment costs.	\$ 301,000
<b><u>Expenditures:</u></b>		
ERIP:	Exit costs for a combined total of nine (9) participants retiring in December and February offset by a refund of PERS buy-out costs for one (1) individual that rescinded.	96,700 (19,100)
Rentals:	Prepayment to Summit Housing Corp. for annual facility rents for the Akron, Ellet and Twinsburg Centers.	612,000
Other Expenses:	Payments to Wichert Insurance Company for the following insurance costs: Cyber insurance with AIG-Illinois International Insurance Director and officers liability insurance with Hiscox Insurance Company Property & casualty, business automobile and umbrella coverage with Selective Insurance Company Purchase of five (5) new busses for the Transportation Department	11,000 39,000 103,000 301,000

Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$390,000 of an available \$461,000 from prior year purchase orders and encumbrances. Of the total expenditures in this category approximately \$82,000 was used out of the 2015 budget.

Real Property Improvements:  
Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$208,000 of an available \$217,000 from prior year purchase orders and encumbrances. Of the total expenditures in this category approximately \$80,000 was used out of the 2015 budget.

**TOPIC SUMMARY REPORT**

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>	<b>SUPPORTING DATA FOR RECOMMENDATION</b>
Revision of current Board policy	To incorporate recent revisions in Ohio Administrative Code relative to behavioral support strategies that include restrictive measures	Approval of revisions to Policy 4038, Behavior Support & Human Rights	<p>Ohio Administrative Code Section 5123:2-2-06, known as the behavior support rule, limits the use of and sets forth requirements for development and implementation of behavioral support strategies that include restrictive measures for the purpose of ensuring that:</p> <p>(1) Restrictive measures are used only when necessary to keep people safe;</p> <p>(2) Individuals with developmental disabilities are supported in a caring and responsive manner that promotes dignity, respect, and trust and with recognition that they are equal citizens with the same rights and personal freedoms granted to Ohioans without developmental disabilities;</p> <p>(3) Services and supports are based on an understanding of the individual and the reasons for his or her actions; and</p> <p>(4) Effort is directed at creating opportunities for individuals to exercise choice in matters affecting their everyday lives and supporting individuals to make choices that yield positive outcomes.</p> <p>Existing Policy &amp; Procedures have been revised to reflect the changes in rule.</p>

Recommended for approval by the July Services & Supports Committee

Submitted By: Melissa Skiljan

Date: July 2015

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

## 4038 - BEHAVIOR SUPPORT & HUMAN RIGHTS

Summit DD shall build upon the progressive work the Ohio Department of Developmental Disabilities (DODD) and this community has engaged in over the past several years to develop positive culture and supports for behavior strategies. ~~support~~ and Summit DD is committed to assisting individuals receiving county board services to create opportunities for individuals to exercise choice in matters affecting their everyday lives and supporting individuals to make choices that yield positive outcomes. ~~in~~ managing their own behaviors through a process that promotes the growth, development and independence of person served. This process shall promote **person-centered planning**, individual choice in daily decision making, emphasizing self-determination and self-management as well as ~~positive interventions.~~ **building relationships.**

Summit DD hereby establishes a ~~Multi-Purpose~~ **Human Rights** Committee, with membership appointed by the Superintendent, to govern behavior support and human rights services. This Committee will ~~include~~ **be comprised of at least four (4) persons**, but is not limited to: Summit DD agency staff, clinical professionals, providers, persons served and/or guardians, **family members** and other stakeholders.

The ~~Multi-Purpose~~ **Human Rights** Committee shall ensure services focus on ~~positive teaching and support strategies that emphasize positive intervention strategies, and that intervention strategies range from least intrusive to most positive.~~ **Individuals with developmental disabilities being supported in a caring and responsive manner that promotes dignity, respect and trust and with recognition that they are equal citizens with the same rights and personal freedoms granted to Ohioans without developmental disabilities.**

All persons and entities that provide specialized services as defined in Section 5126.281 of the Revised Code and are subject to regulation by the DODD, ~~not~~ including an Intermediate Care Facility (ICF), are referred to as providers for purposes of this policy.

In the event the ~~Multi-Purpose~~ **Human Rights** Committee identifies any provider practice not in compliance with OAC 5123:2-2-06 ~~1-02~~ and other DODD applicable standards, the ~~Multi-Purpose~~ **Human Rights** Committee request the provider practice be corrected to comply with applicable standards. In the event the provider fails to comply with the ~~Multi-Purpose~~ **Human Rights** Committee recommendations, Summit DD may request a Provider Compliance Review be conducted.

## 4038 - BEHAVIOR SUPPORT & HUMAN RIGHTS *(continued)*

The Multi-Purpose **Human Rights** Committee shall review and prior approve or reject all behavior support plans (BSPs) that include ~~aversive strategies~~ **restrictive measures** in order to assure that the BSPs are developed in accordance with DODD guidelines, use the least intrusive measures, and promote growth and independence. All BSPs using ~~aversive strategies~~ **restrictive measures** are required to employ sufficient safeguards and supervision to ensure the **health, safety, welfare, and due process, civil, and human rights** of persons served. **Restrictive measures are used only when necessary to keep people safe when there is risk of harm or likelihood of legal sanction.** The Multi-Purpose **Human Rights** Committee shall review and prior approve or reject rights restrictions.

The Multi-Purpose **Human Rights** Committee shall collect data relative to ~~aversive plans~~ **restrictive measures** from all providers developing and implementing BSPs. Data may include, but not necessarily be limited to, **antecedents**, the length of intervention **and** frequency of strategy implementation, implementation site of time-out and restraint methods and outcomes related to the improvement of the behavior for the person served. Data will be collected at intervals determined by the Multi-Purpose **Human Rights** Committee.

The Multi-Purpose **Human Rights** Committee shall review requests for research proposals. Reviews of research requests shall include a review of all materials proposed to be used in the research, the methods proposed, the projected outcomes and applications of the research, and the methods to ensure the health, safety and welfare of persons served.

The Multi-Purpose **Human Rights** Committee shall convene at least monthly or as otherwise determined by the Committee.

MINUTES –combined work session and regular meeting  
Thursday, May 28, 2015

## Summit County Board of Developmental Disabilities

# MINUTES

Thursday, May 28, 2015  
5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Board of Developmental Disabilities was held on Thursday, May 28, 2015 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:00 p.m.

### BOARD MEMBERS PRESENT

Randy Briggs, President  
Joe Sieferth, Vice President  
Tom Quade  
Dave Dohnal  
Meghan Wilkinson  
Jennifer Dwyer

### BOARD MEMBER EXCUSED

Denise Ricks, Secretary

### ALSO PRESENT

John J. Trunk, Superintendent	Joe Eck, Director of Labor Relations
Lisa Kamlowsky, Assistant Superintendent	Russ DuPlain, Director of IT
Holly Brugh, Director of Services	Mira Pozna, Director of Fiscal
Lynn Sargi, Director of HR	Billie Jo David, Director of Communications, Quality & MUI
Melissa Skiljan, Director of SSA	Maggi Albright, Recording Secretary and others
Tom Jacobs, Director of Operations	

## I. NEW POLICY 3022 – CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS

Summit DD receives numerous requests for charitable contributions and sponsorships and the Agency does not currently have a policy or procedure in place to govern these requests. New Policy 3022 creates a centralized process to evaluate requests and establish guidelines. Requests would be approved by the Superintendent/designee and will be limited to non-profit organizations. The new policy also ensures that requests are aligned with Summit DD's annual Operating Plan and Long Range Plan and that contributions and sponsorships maximize opportunity for Agency visibility, foster long-term business relationships and are within budgeted resources. The corresponding procedures include a scoring methodology that helps determine if a contribution will be made and in what amount. Summit DD's 2015 budget includes \$35,000 for contributions and sponsorships. Mr. Trunk stated the feedback received last month has been incorporated into the language of this policy and indicated the major focus of contributions will be on disability-related causes, inclusion and support of other agency priorities at the discretion of the Superintendent/designee.

MINUTES –combined work session and regular meeting  
Thursday, May 28, 2015

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

### I. NEW POLICY 3022 – CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS *(continued)*

Requests that solicit financial support for political purposes will not be considered. Mr. Briggs commented these changes provide a better understanding of the intent of the policy. New Policy 3022 has been recommended for approval by the April HR/LR Committee.

### II. PCMG COMPUTERS AND SUPPLIES PURCHASE

Summit DD will begin using Microsoft Surfaces to enable staff to be more mobile and improve their ability to perform person-centered planning. Surfaces are a hybrid laptop and tablet with a detachable keyboard and a touch screen that also allows the unit to attach to a docking station so it can be used with a full size keyboard and monitor. The surfaces were originally planned to be purchased in 2016 but have been accelerated to coincide with the new ISP application. To take advantage of discounts, an order for the equipment was placed in March and products began arriving in April. Staff are exploring the use of Office 365, which would further enable the mobility of staff as well as provide enhanced disaster recovery capabilities for the e-mail environment. The combined purchase of surfaces, Office 365 and incidental purchases would not exceed \$123,975. Funds are available in the budget and the purchase has been recommended for approval by the May Finance & Facilities Committee.

### III. AMENDMENT TO THE SUMMIT COUNTY SHERIFF'S CONTRACT

The current contract with the Summit County Sheriff's office, which expires May 31, 2015, is for one deputy and two detectives to perform policing and criminal investigations. The addition of the second detective in August 2014 has not resulted in a significant increase in open cases, arrests or convictions so staff are currently working with the Sheriff's office to renegotiate the terms of the contract to one deputy and one detective dedicated to investigative services which will streamline the criminal investigation process. Mr. Briggs asked if under the new contract the deputy would be transitioned into being investigative support. Mr. Trunk replied that is the intent. He noted there have been additional building security measures at all sites and it would be a better use of the deputy's time to support the investigative process. Mr. Briggs commented he is very impressed with the 100% conviction rate versus what it was a few years ago. He stated this contract is money well spent and it makes the individuals served and the community safer. The request is to continue the current contract on a month-to-month basis through August 31, 2015 in an amount not to exceed \$79,733.52. Funds are available in the budget and the amendment has been recommended for approval by the May Finance & Facilities and Services & Supports Committees.

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

### IV. AKRON CHILDREN'S HOSPITAL/HELP ME GROW (HMG) CONTRACT

Help Me Grow (HMG) Part C is Ohio's Early Intervention (EI) system serving children with developmental delays and disabilities under the age of three. The primary role of HMG is to conduct developmental evaluations to identify delays in the areas of adaptive, cognitive, communication, physical and social-emotional development, as well as the use of service coordinators to develop Individualized Family Service Plans (IFSP) to address the individual needs of each child and family. For the past fourteen years Summit County Public Health (SCPH) has been the fiscal and administrative agent for HMG EI. Recently, Summit DD and SCPH began working very closely together to improve services to families receiving HMG services. Through that process, SCPH acknowledged that Summit DD is the local expert in serving children with developmental disabilities and have asked to transition the management of the program to Summit DD. Beginning in July 2015, SCPH will be contracting with Summit DD for the management of the HMG program. Summit DD will hire the contract manager and, through the Request For Proposal (RFP) process, has selected Akron Children's Hospital to provide service coordination. The total amount of the contract for the period July 1, 2015 through June 30, 2016 is in an amount not to exceed \$689,025. The entire amount of the contract will be supported by grant funds. The contract has been recommended for approval by the May Finance & Facilities and Services & Supports Committees.

### V. APRIL FINANCIAL STATEMENTS

Mrs. Pozna advised that the Board has recovered from deficit spending and ended April with \$899,850. Revenue for April reflects first half tax settlement in the amount of \$22,600,000, refund of excess real estate assessment fees collected by the Summit County Fiscal Office in the amount of \$301,000 and quarterly state subsidy in the amount of \$696,000. Expenditures included a match installment payment to OOD for the Bridges to Transition program in the amount of \$45,000, quarter waiver administrative fees of \$279,000, quarter waiver match payment of \$5,174,000, quarterly TCM match of \$321,000, payments to Wichert Insurance Company in the amount of \$153,000, the purchase of five new busses in the amount of \$301,000 and the purchase of work stations in the amount of \$63,000. The fund balance at the end of April was \$62,908,480. The April Financial Statements have been recommended for approval by the May Finance & Facilities Committee.

The work session adjourned at 5:15 p.m.



MINUTES –combined work session and regular meeting  
Thursday, May 28, 2015

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Board of Developmental Disabilities convened at 5:15 p.m.

### I. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, commented that she attended the public forum at the Cuyahoga Falls library on May 21<sup>st</sup> and it was well attended. She noted about half of those in attendance were persons served and family members and the other half were community members and staff. She said the information was presented well and the dialogue was good, and that parents told her after the meeting they felt more comfortable about the future after hearing the information presented at the meeting. Ms. Frank stated she appreciates the Superintendent visiting work centers and attending staff meetings to discuss issues and hopes he will continue to do so because it helps to alleviate some of the fears people may have.

Ms. Frank noted it has been five years since the Cuyahoga Falls Center opened and the groundwork that Darann Warner started with one of the local nursing homes continues to gain momentum. She stated that persons served continue to visit the nursing home every month.

Ms. Frank asked what happens to the old computers the Board no longer uses. Mr. DuPlain replied those that are no longer of value are put through the County's surplus inventory process prior to being disposed. Staff are looking into options for the units that are still in useable condition. There has been some discussion about adding more computers to work centers.

Darlene Rose, a Summit DD staff and representative of the WWSA unit, noted a person served with whom she works is reaching a milestone; he is retiring from Acme after having been employed there for over 20 years. Acme staff and Summit DD staff are in the process of planning a retirement party to celebrate.

Ms. Rose commented that she attended the public forum held at the Red Cross in Akron on May 19<sup>th</sup>. She indicated it was a very informative meeting.

Tom Berry, a parent and Board Member of the Arc of Summit & Portage Counties, commented the Board and staff are doing a fine job – keep up the good work! He also asked about the reporting format for MUI information. Mr. Trunk replied staff provide a quarterly summary of MUIs for the Board and there is an annual report from DODD that compares Summit DD to other counties in the state. Mr. Trunk said he would follow-up with Mr. Berry to see if additional information was needed.

## **BOARD MEETING (continued)**

### II. APPROVAL OF MINUTES

#### A. APRIL 23, 2015 (combined work session and regular meeting)

#### RESOLUTION No. 15-05-01

Mrs. Wilkinson moved that the Board approve the minutes of the April 23, 2015 combined work session and regular meeting, as presented in attachment #6. The motion, seconded by Mr. Quade, was unanimously approved.

### III. BOARD ACTION ITEMS

#### A. FINANCE & FACILITIES COMMITTEE

##### 1. PCMG COMPUTERS AND SUPPLIES PURCHASE

#### RESOLUTION No. 15-05-02

Mr. Quade moved that the Board approve the purchase of computers and related supplies from PCMG in an amount not to exceed One Hundred Twenty Three Thousand Nine Hundred Seventy Five Dollars (\$123,975.00), as presented in attachment #2. The motion, seconded by Mr. Siegferth, was unanimously approved.

##### 2. AMENDMENT TO THE SUMMIT COUNTY SHERIFF'S CONTRACT

#### RESOLUTION No. 15-05-03

Mr. Siegferth moved that the Board approve continuation of the current contract with the Summit County Sherriff's office for policing and investigations on a month-to-month basis through August 31, 2015, in an amount not to exceed Seventy Nine Thousand Seven Hundred Thirty Three Dollars and Fifty Two Cents (\$79,733.52), as presented in attachment #3, and that the Superintendent be authorized to sign the contract amendment. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

**BOARD MEETING** *(continued)*III. BOARD ACTION ITEMS *(continued)*A. FINANCE & FACILITIES COMMITTEE *(continued)*

## 3. AKRON CHILDREN'S HOSPITAL/HELP ME GROW (HMG) CONTRACT

RESOLUTION  
No. 15-05-04

Mr. Dohnal moved that the Board approve a contract with Akron Children's Hospital to provide service coordination for the Help Me Grow Program for the period July 1, 2015 through June 30, 2016, in an amount not to exceed Six Hundred Ninety Eight Thousand Twenty Five Dollars (\$698,025), as presented in attachment #4, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved with abstention from Dr. Dwyer.

## 4. APRIL FINANCIAL STATEMENTS

RESOLUTION  
No. 15-05-05

Dr. Dwyer moved that the Board approve the April financial statements, as presented in attachment #5. The motion, seconded by Mr. Dohnal, was unanimously approved.

## B. HR/LR COMMITTEE

## 1. NEW POLICY 3022 – CHARITABLE CONTRIBUTIONS AND SPONSORSHIPS

RESOLUTION  
No. 15-05-06

Mr. Dohnal moved that the Board approve new Policy 3022 – Charitable Contributions and Sponsorships, as presented in attachment #1. The motion, seconded by Mr. Quade, was unanimously approved.

## **BOARD MEETING (continued)**

### IV. SUPERINTENDENT'S REPORT

#### A. COLLABORATION WITH ADM BOARD AND VIAQUEST

In 2012, Summit DD entered into an agreement with the ADM Board to establish a shared funding pool to support services to Summit County adults eligible for services from both agencies. The intent was to facilitate access to needed services, such as psychiatric diagnostics and assessments, crisis stabilization and/or intervention, service provider linkage, etc. to individuals in crisis. Mr. Briggs asked if funding was contributed in equal portions. Mr. Trunk replied each Board contributed \$50,000 to the shared funding pool, however, discussions relative to the systemic approach broke down and those dollars have not been accessed. In 2014, the parties re-initiated discussions and have agreed upon an approach to address these infrequent but important service needs. Summit DD and ADM jointly developed a RFP. Two providers submitted proposals and ViaQuest has been selected as the provider for this new, joint support model. The crisis therapeutic home will offer two available beds and will have a trained pool of staff available on call to ensure that people in need of services have access to them. In-home respite is intended to be time limited and provide stabilization and crisis prevention planning to reduce the risk of repeat crisis. Mr. Quade asked if there will be work done with the original setting prior to the individual being returned. Mrs. Kamlowsky replied that there could be if needed. Once the individual is able to return home, the crisis provider may continue to work with the individual and their family/staff to problem solve and assist with ongoing stability and preventative measures. The shared funding pool will be used to pay for start-up costs, training and service costs. The target date for the home to be operational is July 1<sup>st</sup>. Mr. Briggs stated he is happy to see that the details of this important collaboration were worked out and the joint effort is being implemented. Mr. Trunk commented staff are very excited and believe this is a best practice.

#### B. FIRST QUARTER OPERATING PLAN REPORT

The first quarter 2015 Operating Plan report reflects that 10 of the 21 measures have met or exceeded goals, 7 of the 21 measures are within 5% of goals and 4 of the 21 measures are below goals. First quarter highlights include:

- 3,379 total individuals supported, which is slightly less than the first quarter of 2014
- 86% of adults receive federal funding for services
- 81% of individuals feel they helped make their plan, compared to the state average of 79.8%
- 84% of individuals feel they have made choices about their lives, compared to the state average of 80.5%

## **BOARD MEETING (continued)**

### IV. SUPERINTENDENT'S REPORT (continued)

#### B. FIRST QUARTER OPERATING PLAN REPORT (continued)

- 79% of individuals and parents/guardians report high satisfaction with Summit DD
- Residents' familiarity with Summit DD remains steady with 2014 levels at 39.2%, however, 81.3% of residents have heard of Summit DD

The four areas that are below goals are:

- Administrative costs as a percentage of the total budget were 10.71% as a result of a one-time purchase during the first quarter. Projections indicate this percentage will remain within budget and meet the goal of 9.25% next quarter
- Performance evaluations completed on time are 85.4% with a goal of 90%. Summit DD is in the process of implementing an online review system that will automate and streamline the performance evaluation system.
- Adults working in the community is 19.9% with the goal of 25% outlined in the Employment First Plan. Summit DD has several initiatives underway to help identify supports that are needed to assist people on their path to employment.
- Individuals in Summit County access the community an average of 13.9 times per month compared to the statewide average of 21.3 times per month. Staff will use the new ISP to identify what individuals want to do and link them to supports.

Mr. Briggs noted staff need to increase awareness of what Summit DD does, which will increase public perception of Summit DD. Mr. Trunk concurred and responded that this is a priority in the 2015 Operating Plan and there will be an emphasis on this area in the Long Range Plan as part of the ongoing levy support. Mr. Briggs added staff need to look at the approach to community employment. He noted there were no community employers at the recent OACB Spring Conference in Columbus. He stated people could learn a lot from listening to employers who are satisfied with the persons served they employ. Mr. Dohnal noted that Progressive Insurance and Honda have established funds to employ individuals with disabilities. Mr. Briggs added that we need to highlight to employers the benefits of hiring individuals with disabilities. Mr. Quade commented there are social impact bonds that could be utilized if employers are cautious about taking a risk. Mr. Trunk said there are currently discussions about engaging community partners to develop creative solutions.

## **BOARD MEETING (continued)**

### IV. SUPERINTENDENT'S REPORT (continued)

#### B. FIRST QUARTER OPERATING PLAN REPORT (continued)

Mr. Quade asked what the community inclusion index measures. Mr. Trunk replied that some of the things it measures include the number of times an individual goes shopping per month, number of times an individual went on errands in a month, number of times an individual went out for entertainment or to eat, number of religious services and the number of times an individual exercised in a month.

#### C. PUBLIC FORUMS

Mr. Trunk advised there have been two public forums so far to dialogue with stakeholders about the upcoming system transitions. The first meeting was held on May 19<sup>th</sup> at the Red Cross in Akron and the second meeting was held on May 21<sup>st</sup> at the Cuyahoga Falls Library. There will be a third meeting on June 1<sup>st</sup> at the Barberton YMCA. There have been approximately 100 people in attendance at the meetings and there were different audiences at each meeting. There were questions and concerns around transition services and the Board's involvement with individuals who have Autism at the first meeting. At the second meeting, families expressed concerns about individuals who are more medically involved and also community employment issues. Mr. Trunk advised he reassured families at both meetings that Summit DD is not going away and there will continue to be supports to meet the individualized needs of persons served.

#### D. MISCELLANEOUS

Mr. Trunk provided a reminder that there will be a Board/ELT Retreat on June 25<sup>th</sup> beginning at noon at the Sheraton Suites in Cuyahoga Falls. Planning will be around the Long Range Plan and 2016 goals.

Mr. Trunk advised that he, Lisa Kamlowsky and Tom Jacobs met with County Executive Russ Pry and his staff to discuss the sale of the Bath Center. The building was reappraised recently and InfoCision may potentially still be interested in purchasing. Executive Pry has provided InfoCision with 60 days to decide if they will move forward with a purchase or not. If InfoCision does not purchase, the property will be deeded over to the Board so that it can be sold or leased.

Mr. Trunk stated the OACB Spring Conference was held recently in Columbus. It was well attended and good information was provided that included the state of the budget, CMS updates and new technology information.

MINUTES –combined work session and regular meeting  
Thursday, May 28, 2015

## **BOARD MEETING (continued)**

### V. PRESIDENT’S COMMENTS

Mr. Briggs commented that he attended the OACB Spring Conference and found it to be very informative. It was clear that Summit DD staff and other organizations will fight for the rights of persons served and are committed to providing high quality services to make sure the voices of persons served and families are heard. He stated the Board is trying to be transparent about upcoming changes and will continue to communicate information regularly. Everyone needs to stay strong and work together.

There being no further business, the Board Meeting adjourned at 6:06 p.m.

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Denise Ricks, Secretary