

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

# **AGENDA**

Tuesday, December 15, 2015  
Administrative Board Room  
**5:00 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

*No Discussion Only Items This Month*

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

- I. HATTIE LARLHAM DISCOVERY CONTRACT
- II. HATTIE LARLHAM NURSING CONTRACT
- III. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT
- IV. WEAVER INDUSTRIES ADULT SERVICES CONTRACT
- V. PRIMARY SOLUTIONS (GATEKEEPER) CONTRACT
- VI. COMDOC CONTRACT
- VII. NEON CONTRACT
- VIII. 2016 SUMMIT DD ACTION PLAN

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

- IX. DEPARTMENT OF JOB & FAMILY SERVICES ONSITE ASSISTANCE CONTRACT
- X. FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
- XI. NOVEMBER FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. NOVEMBER 17, 2015 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    1. HATTIE LARLHAM DISCOVERY CONTRACT
    2. HATTIE LARLHAM NURSING CONTRACT
    3. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT
    4. WEAVER INDUSTRIES ADULT SERVICES CONTRACT
    5. PRIMARY SOLUTIONS (GATEKEEPER) CONTRACT
    6. COMDOC CONTRACT
    7. NEON CONTRACT
    8. 2016 SUMMIT DD ACTION PLAN
    9. DEPARTMENT OF JOB & FAMILY SERVICES ONSITE ASSISTANCE CONTRACT
    10. FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
    11. NOVEMBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
  1. 2016 NOMINATING COMMITTEE
- IX. ADJOURN

# Summit County Board of Developmental Disabilities

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Contract with Hattie Larlham for Discovery.	Increase original contract with Hattie Larlham from \$17,000 to \$61,914 to cover the increased number of Discovery referrals.	Recommend that the Board approve an increase to the contract with Hattie Larlham for the period 10/1/15 to 12/31/15, for a total contract amount not to exceed \$61,914.	<p>Service Area: Community Supports and Development  # of Individuals Currently Served: 28  Additional # of Individuals Served: 75  Total Cost: \$61,914  Amount of Increase: \$44,914  Satisfaction: Hattie's has provided consistently good services and has well written Discovery profiles.</p> <p>In January of 2015, Summit DD, as part of the Employment First Initiative, contracted with 7 community providers to do Discovery. As part of their contract, the providers were trained by Summit DD and were required to follow Summit DD's best practice method for conducting Discovery. Upon completion and review of the Discovery process, providers receive \$600 from Summit DD. It was anticipated that each of the 7 providers would complete 28 Discovery profiles.</p> <p>Discovery is a process in which a provider conducts a 1:1 assessment over the course of many weeks to determine the interests and desires of an individual. At the end of the assessment process the provider produces a Positive Personal Profile which details all of the collected information along with recommendations for service options.</p> <p>Throughout the year, several providers were not able to commit to completing the Discovery process, mostly due to the providers inability to dedicate a staff member to conduct the assessments. In addition, there were higher than anticipated referrals for Discovery. Hattie Larlham began to accept the overflow of referrals. They have been able to keep up with referrals and produce high quality profiles. An increase to their current contract would allow Hattie's to continue to accept more referrals and conduct the Discovery process.</p> <p>The original contract was for \$17,000.00 to complete 28 Discovery profiles. The new contract would increase the amount by \$44,914 allowing for an additional 75 Discovery profiles. Money for the increase will come from unused funds from the other 7 providers.</p> <p><b>Recommended for approval by the November Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>

Attachment #1

Submitted By: Drew Williams

Date: November, 2015

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

## **First Amendment to Agreement**

This First Amendment to Agreement is made this November 1, 2015, by and between the County of Summit Board of Developmental Disabilities (hereafter "Summit DD"), 89 East Howe Road, Tallmadge, Ohio 44278, and Hattie Larlham Community Services, (hereafter "Contractor") with its principal offices located at 9772 Diagonal Rd. Mantua, Ohio 44255 .

WHEREAS, the Parties entered into an Agreement per Board Resolution No. \_\_\_\_\_ for the period November 1, 2015 for Discovery and

WHEREAS, the Parties desire to amend said Agreement,

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

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

- A. The amount of this Contract shall not exceed SIXTY ONE THOUSAND NINE HUNDRED AND FOURTEEN DOLLARS AND 00/100 DOLLARS (\$61,914) and is limited to the Summit DD'S 2015 appropriation

All other terms and conditions of the parties' Agreement remain unchanged and in full force and effect.

### **SUMMIT DD BOARD**

### **PROVIDER NAME**

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

Name \_\_\_\_\_

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Hattie Larlham Community Services (HLCS) Nursing contract	Nursing services for adults who attend Summit DD facilities and children in community child care settings.	Approve contract with Hattie Larlham Community Services to provide nursing services to Board eligible children and adults for the period January 1, 2016 through December 31, 2016 in an amount not to exceed \$389,685	<p><b>Service Area:</b> Adult and Children's Services  <b># of Individuals Currently Served:</b> Adults- 479  Children in Community Child Care- 4-5  <b>Additional # of Individuals Served:</b> none  <b>Total Cost:</b> \$389,685 per year  <b>Amount of Decrease:</b> \$105,000  <b>Satisfaction:</b> Families and consumers continue to be satisfied with the nursing services they receive.</p> <p>Funding will support nursing services to both children receiving community child care services and adults attending Summit DD center-based facilities. Nursing services are required for both children and adults needing g-tube feedings, aerosol treatments, medication administration and other medical treatments.</p> <p>The current number of staff (5 LPN's and 2 RN's) who provide services under this contract will be reduced with the closing of Akron Center and the training of direct care staff perform delegated nursing duties, reducing the adult services portion of this contract by \$60,000.</p> <p>With the transition of all children out into community child care centers, one RN will be available to provide consultative support to child care center staff. While parents will provide initial training to the child care center, the nurse can offer support as staff learn to tasks (i.e. tube feeds). This support will fade out as the center feels more comfortable providing this type of care. In addition, all child care sites that partner with Summit DD, receive free training. A nurse will be used to enhance this training in regards to serving children with medical needs. The nurse will be able to provide information and show examples which will dispel some of the myths that go along with children with medical needs. This will result in a \$45,000 reduction in the Children's Services portion of the contract.</p> <p>Funds are available in the budget.</p> <p><b>Recommended for approval by the November Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>

Attachment #2

Submitted By: Holly BrughDate: November 2015

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



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

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

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

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. CONTRACTOR OBLIGATIONS**

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

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

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

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

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



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

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

- A. The amount of this Contract shall not exceed THREE HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED EIGHTY FIVE AND 00/100 DOLLARS (\$389,685.00) and is limited to the Summit DD'S 2016 appropriation.
- B. Payments will be made in twelve (12) equal monthly payments each year.

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

- A. The term of this Contract shall be from January 1, 2016 through December 31, 2016.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

#### **VI. CONFIDENTIALITY**

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

information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

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

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

## **VIII. MISCELLANEOUS**

### **A. STANDARDS**

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

### **B. ASSIGNMENT**

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

### **C. ENTIRE CONTRACT**

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

### **D. NOTICES**

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

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

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

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

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

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

***SIGNATURES***

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

**PROVIDER:**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

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

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

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

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

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

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

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

**EXHIBIT 1:**

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

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

NAME	ADDRESS

## **EXHIBIT 2**

### **CONCILIATION PROCEDURE**

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

#### **STEP I**

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

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

#### **STEP II**

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

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

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

County of Summit Board Developmental Disabilities  
**TOPIC SUMMARY REPORT**

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Contract with Oriana House for Alternative Environment Program (AEP)	Diversion option for individuals with developmental disabilities from county jail pending trial or disposition	Approve contract with Oriana House for AEP for the period 1/1/16 to 12/31/16 in an amount not to exceed \$181,479.20	<p>Service Area: SSA</p> <p># of Persons Served: Projecting 440 bed days</p> <p>Total Cost: \$181,479.20</p> <p>Amount of Increase: \$0</p> <p>Summit DD has partnered with Oriana House since October of 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges, in lieu of those individuals awaiting trial/disposition in the Summit County Jail.</p> <p>This contract ensures the availability of four beds (3 male; 1 female) for eligible individuals in a restrictive, structured residential environment while maintaining continuity of care through programming and treatment services based on the Individual Service Plan.</p> <p>Services while housed in the AEP may include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene &amp; nutrition.</p> <p>Summit DD has used 261 bed days through 9/28/15, with 11 males and no females participating to date. Funds are available in the 2016 budget to support this collaboration.</p> <p><b>Recommended for approval by the November Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>

Submitted By: Holly Brugh / Melissa Skiljan For: Superintendent / Assistant Superintendent

Date: October 2015

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



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

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

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

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. ORIANA OBLIGATIONS**

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

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



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

### **III. ORIANA FINANCIAL OBLIGATIONS**

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

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

- A. The amount of this Contract shall not exceed *One Hundred Eighty One Thousand Four Hundred Seventy Nine Dollars and 20/100 (181,479.20)* and is limited to the Summit DD'S 2016 appropriation.
- B. Upon execution of this contract Summit DD will pay Oriana the sum of One Hundred Thousand Dollars and no/100 (\$100,000.00). Summit DD will reimburse Oriana an amount not to exceed One Hundred Eighty Five Dollars and 18/100 (\$185.18) per diem for each day of service provided to each individual served under this contract.

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

- A. The term of this Contract shall be from January 1, 2016 through December 31, 2016.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

#### **VI. CONFIDENTIALITY**

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

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

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

#### **VIII. MISCELLANEOUS**

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

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

**B. ASSIGNMENT**

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

**C. ENTIRE CONTRACT**

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

**D. NOTICES**

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

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

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

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

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

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

**SIGNATURES**

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

**ORIANA HOUSE**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

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

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

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

**EXHIBIT 1:**

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

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

NAME	ADDRESS

## **CONCILIATION PROCEDURE**

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

### **STEP I**

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

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

### **STEP II**

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

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

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

# County of Summit Developmental Disabilities Board

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Weaver Industries Contract for services at Summit DD Facilities	To contract for deliverables/outcomes relative to contract procurement, payroll functions, management of benefits, workers compensation and fringe benefits for persons served.	Recommend approval of contract with Weaver Industries, Inc. for the period 1/1/16 to 12/31/16, in an amount not to exceed <b>\$503,753</b>	<p><b>Service Area:</b> Adult Services-Center Based (Vocational Habilitation)  <b># of Individuals Currently Served:</b> 479  <b>Additional # of Individuals Served:</b> N/A  <b>Total Cost:</b> \$503,753  <b>Amount of Increase/Decrease:</b> 2015 Decrease = \$65,613, 2016 Decrease = \$110,753  <b>Satisfaction:</b> Continued satisfaction with this service</p> <p><b>Persons Served Services</b>  The Day Program (Workshop) Aide program and Cafeteria Aide programs are being reduced by \$49,250 from the current contract. This reduction is based on the transition out of services and an effort to move people into community employment.</p> <p><b>Procurement of Contract Work</b>  This cost has been reduced by 10% based on decreased enrollment and the transition out of Akron Center. 2016 cost = \$45,494.</p> <p><b>Incentive/Disincentive</b>  Not included in the 2016 contract. Reduction of \$35,000. Each facility has both work availability and work variety. We will continue to track monthly to ensure both remain. Weaver has well established contracts that continue to be reliable in providing work to each facility.</p> <p><b>Sales Procurement, Payroll Preparation and Processing, and Production Support</b>  Reduced by 5% based on the decrease in enrollment and the transition out of Akron Center. 2016 cost = \$407,509</p> <p>Total cost of the one year contract with Weaver Industries is \$503,753. Total 2016 reduction is \$110,753.</p> <p>Funds are in the 2016 budget.</p> <p><b>Recommended by November Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>

Submitted By: Holly Brugh

Date: November, 2015

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



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

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

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

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

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

**I. SUMMIT DD OBLIGATIONS**

- A. The Summit DD shall establish and retain sole control over the structure and programming for the Work Centers, and shall monitor the quality of services delivered under this Contract in the following manner: Summit DD will review and evaluate the services delivered by Weaver Industries to ensure that services are delivered in accordance with each person's individual Service Plan. On a quarterly basis, Executive Director of Weaver Industries and the Director of Services shall meet to review operations at all facilities and develop a plan to correct any concerns. Summit DD Facility management teams will meet with Weaver Industries production support staff at a minimum of once per month to ensure adherence to production and customer quality control standards. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD is responsible to identify eligible individuals with developmental disabilities to receive vocational training under this agreement.
- C. Summit DD will provide the space necessary to operate the Work Centers at various Summit DD day program centers.



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

## **II. CONTRACTOR OBLIGATIONS**

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

- F. Contractor is to perform all logistical transportation functions for trucking services, including but not limited to scheduling, transporting, loading/unloading product between Work Centers and customers. Contractor will be responsible for all trucking repairs, trucking rentals, scheduling and compensating substitute truck drivers.
- G. Contractor is responsible to provide, repair and maintain all equipment or fixtures required to fulfill customers' contracts including equipment that maximizes the ability to improve worker (persons served) efficiencies, recommend methods of improving waste of materials, performs all time studies and hourly testing for contract work.
- H. Contractor agrees that no core contract at any facility shall account for more than Seventy-five (75%) of all available work for individuals with developmental disabilities at any single facility.
- I. Contractor agrees to maintain available work at each facility at a minimum level of eighty percent (80%) to eighty-four point ninety nine (84.99%) work availability. No incentive or disincentive will be incurred by either parties.
- J. The amounts due and owing under sections II-L and II-M above will be annualized and paid/and or invoiced by Summit DD at the end of each contract year.
- K. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- L. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from failure to implement corrective action agreed to by Summit DD and Contractor in response to adverse audit findings.
- M. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence

of appropriate state licensure and credentials as required for all personnel providing services under this Contract.

- N. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
  2. To allow effective program planning, service coordination and resource development.
- O. Contractor shall give notice of incidents adversely affecting health and safety pertaining to Individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to [www.muireports@summitdd.org](mailto:www.muireports@summitdd.org) or by facsimile to 330.634.8553.
- P. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- Q. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- R. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- S. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from claims, demands, actions, or causes of action resulting from the failure of Contractor, its agents and/or employees, to perform Contractor's obligations created by this Contract.
- T. Summit DD shall defend the Contractor, its agents and/or employees, to the extent allowable under Ohio law, of and from any and all inquiries, claims, demands, actions, or causes of action, of whatever nature or kind, in law or equity, arising from or in any way related to (1) the

existence, structure, or use of the Work Centers by Summit DD, or (2) the accuracy or inaccuracy of data provided by Summit DD to Contractor, from the beginning of time through the termination of this Contract, upon which Contractor has relied for, among other purposes, payroll services. The duty to defend owed by Summit DD to Contractor pursuant to this provision expressly includes, but is in no way limited to, any action by the U.S. Department of Justice, any other federal, state, or local governmental or quasi-governmental entity, agency or subdivision, or any private entity or person, asserting claims arising from or related to violations of the Americans with Disabilities Act (ADA) by virtue of the maintenance and use of segregated Work Centers, or any action by the U.S. Department of Labor, any other federal, state, or local government or quasi-governmental entity, agency or subdivision, or any private entity or person, asserting claims arising from improper pay by virtue of data provided to Contractor by Summit DD.

- U. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- V. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

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

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

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

- A. The amount of this Contract shall not exceed **Five Hundred Three Thousand and Seven Hundred and Fifty Three Dollars (\$503, 753.00)** and is limited to the Summit DD'S 2016 appropriation.

- B. Contractor will bill Summit DD on a monthly basis on number of hours worked for persons who perform the duties of day program/work center aides and/or cafeteria aides. These workers will be paid minimum wage, the greater of State or Federal as applicable. Services are invoiced monthly on a per worker/per hour basis of the hourly wage plus 25% for taxes and benefits and 15% administrative fee.
- C. Contractor will invoice the following services: sales procurement, human resources deliverables, payroll processing, production support, industrial engineering and customer service/mileage on a monthly basis. A detailed description of deliverables is outlined in Exhibit 3 and Exhibit 4 and is incorporated by reference herein.

## **V. TERM AND TERMINATION**

- A. The term of this Contract shall be from January 1, 2016 to December 31, 2016.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

## **VI. CONFIDENTIALITY**

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

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

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

## **VIII. MISCELLANEOUS**

### **A. STANDARDS**

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

TO: County of Summit  
Developmental Disabilities Board  
ATTENTION: Superintendent  
89 East Howe Road  
Tallmadge, Ohio 44278-1099  
TO: Weaver Industries  
ATTENTION: Jeff Johnson, Executive Director  
530 South Main Street - Suite 2441  
Akron, Ohio 44311

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

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

***SIGNATURES***

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

**WEAVER INDUSTRIES, INC.**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

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

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

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

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

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

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

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

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

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

NAME	ADDRESS



## CONCILIATION PROCEDURE

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

### STEP I

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

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

### STEP II

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

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

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

**Annual Cost 2016****Day Program/Work Center Aides/Cafeteria Aides**

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

**Total: \$50,750**

**Contract work at Akron, Barberton, Cuyahoga Falls, Southern, Tallmadge, and Ellet Centers**

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

**Total: \$45,494**

**Sales Procurement, Payroll Preparation and Processing, and Production Support (Industrial Engineering) Services for 450 consumers**

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

**Total: \$407,509**

**GRAND TOTAL \$ 503,753.00**

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 2016	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2016 for an amount not to exceed \$67,581.	<p>Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.</p> <p>The annual license cost for Gatekeeper will be \$49,753 in 2016, a 2% increase over the 2015 licensing cost.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$7,828 in 2016, a 3% increase over the 2015 licensing cost.</p> <p>Summit DD also has \$10,000 budgeted in 2016 for customized work or technical support from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are likely to be less.</p> <p>The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$67,581 for all of 2016, which is allocated in the 2016 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2016 for an amount not to exceed \$67,581.</p>

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

Submitted By: Russell DuPlain

Date: November 2015

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

## **WEB SERVICE LICENSE AGREEMENT**

This Service License Agreement ("Agreement") is made and effective January 1, 2016 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of DD ("Licensee").

Developer has developed and licenses to users its web service marketed under the name ohioDD.com (the "Service").

Licensee desires to make the Service available to one or more vendors with whom it sub-contracts services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### **License.**

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Service as set forth in this Agreement. This license will expire one year from the effective date of the Agreement.

### **Restrictions.**

Use of the Service will be restricted to the following modules, as defined by the Service:

- Utilization Review
- Payment Review
- Enter/Change Billing
- Billing File Verification

### **Fees.**

In consideration for the grant of the license and the use of the Service for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Consumer Limit - \$7,828.00 for unlimited consumers.

In consideration for the support of the Service License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for installation and initial set-up, and Ninety dollars (\$90) per hour for each hour thereafter. Custom software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Support can and will include any on-going training or other consultation requested by Licensee or deemed reasonably necessary by Developer in connection with support for the Licensee.

In the event the parties re-negotiate a subsequent Agreement, the parties agree that the fee structure shall not be increased by an amount which exceeds the posted National Consumer Price Index for the prior calendar year.

**Warranty of Title.**

Developer hereby represents and warrants to Licensee that Developer is the owner of the Service or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Service, ii) replace the Service or any part thereof that is in breach and replace it with a Service of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee of the Service.

**Warranty of Functionality.**

Developer warrants that the Service shall perform in all material respects according to the Developer's specifications concerning the Service when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer. Licensee's sole remedy shall be that Developer shall correct the Service so that it operates according to the warranty. This warranty shall not apply to the Service if modified by anyone or if used improperly or in an operating environment not approved by Developer.

**Service Maintenance and Technical Support.**

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Service as created by Developer. Such enhancement shall include all modifications to the Service which increase the speed, efficiency or ease of use of the Service or add additional capabilities or functionality to the Service, as well as any substantially new or rewritten version of the Service. All such changes will be done at no additional cost to Licensee.

**Payment.**

The amount of this contract shall not exceed Seven Thousand Eight Hundred Twenty-Eight Dollars (\$7,828.00). Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

**Taxes.**

In addition to all other amounts due hereunder, Licensee shall also pay to Developer for sales, use, excise taxes or other taxes which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

**Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

**Termination**

Licensee may terminate this Agreement by providing Developer 90 days written notice.

**No Assignment.**

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

**Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

**Severability.**

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

IN WITNESS WHEREOF, Developer and Licensee have executed this Service License Agreement on the day and year first above written.

Primary Solutions

County of Summit Board of DD

By: \_\_\_\_\_  
Brian Marshall  
President

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

## **SOFTWARE LICENSE AGREEMENT**

This Software License Agreement ("Agreement") is made and effective January 1, 2016 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of DD ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Gatekeeper (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

### **License.**

Developer hereby grants to Licensee an annual, renewable, non-exclusive, limited license to use the Software as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQLAnywhere software accompanying the Software.

### **Restrictions.**

Use of the Software will be restricted to the following modules, as defined by the Software:

- Allocation Recovery
- Billing Archive
- County Billing
- Case Notes
- Day Services
- Demographics
- Employment
- Forms
- Incident Tracking
- Local Payment Authorization
- Medical History
- Plan
- Service Authorization
- Survey
- Tracking
- Transportation
- Imaging Interface

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; it is provided that Licensee may make one copy of the Software for backup or archival purposes.

**Fees.**

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Allocation Recovery - \$250.00
- Billing Archive - \$250.00
- Case Notes - \$500.00
- County Billing - \$500.00
- Day Services - \$500.00
- Demographics - \$250.00
- Employment - \$250.00
- Forms - \$500.00
- Incident Tracking - \$500.00
- Local Payment Authorization - \$500.00
- Medical History - \$250.00
- Plan - \$1,000.00
- Service Authorization - \$500.00
- Survey - \$500.00
- Tracking - \$500.00
- Transportation - \$500.00
- Imaging Interface - \$500.00
- Consumer Limit - \$41,751.00 for unlimited consumers
- Database Server Upgrade - \$126 per CPU

**General Support:** Developer agrees to provide twelve (12) hours of general support of the Software License during the term of this Agreement at no cost to Licensee. Thereafter, general support as requested by Licensee will be billed at the rate of Ninety Dollars (\$90.00) per hour. All hourly charges will be billed in Fifteen (15) minute increments. General support includes installation, on-going training, or other consultation requested by Licensee or deemed reasonably necessary by Developer in connection with support for the Licensee. Hours included in this support will include travel time to the Licensee's site. All necessary upgrades to the software will be provided by Developer at no cost (including travel time) to Licensee.

**Custom Support:** Custom software development will be billed at the rate of One Hundred Twenty-Five Dollars (\$125.00) per hour. Additional custom development work requested by Licensee and estimated in scope to exceed five (5) hours shall be set forth in a separate scope of work, which will be attached as an addendum to this Agreement. Apart from the scope of services required and project completion dates, the terms of this Agreement shall control the relationship of the Developer and Licensee in connection with the performance of additional custom development work. In the event the parties re-negotiate a subsequent Agreement, the parties agree that the fee structure shall not be increased by an amount which exceeds the posted National Consumer Price Index for the prior calendar year.

**Warranty of Title.**

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In



the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

**Warranty of Functionality.**

A. Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

**Software Maintenance and Technical Support.**

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software, which increase the speed, efficiency or ease of use of the Software or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.

**Payment.**

The amount of this contract shall not exceed Forty Nine Thousand Seven Hundred Fifty-Three Dollars (\$49,753.00) and shall be paid in quarterly installments within 30 days of the receipt of the invoice. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

**Taxes.**

In addition to all other amounts due hereunder, Licensee shall also pay to Developer for sales, use, excise taxes or other taxes, which are measured directly by payments made by Licensee to Developer. In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

**Warranty Disclaimer.**

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.**

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise. This limitation of liability pertains to the use of the software only.

**Termination**

Licensee may terminate this Agreement by providing Developer 90 days written notice.

**No Assignment.**

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

**Final Agreement.**

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

**Severability.**

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

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Primary Solutions

County of Summit Board of DD

By: \_\_\_\_\_  
Brian Marshall  
President

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

County of Summit Developmental Disabilities Board  
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for support contracts in 2016	Custom consulting solution for document management system rollout	The Board approve the request to enter into contracts with ComDoc in 2016 for an amount not to exceed \$175,000	<p><b>Total Cost:</b> Not to exceed \$175,000 in 2016</p> <p><b>Summary:</b> Summit DD is working with ComDoc to provide customized technical support as we continue to roll out document management and paperless processes to additional areas of our organization.</p> <p>ComDoc was the vendor chosen in 2014 to implement the document management solution selected at the completion of the pilot program. In 2015, processes were implemented to streamline portions of Early Intervention, Billing, and MUI. Work is currently in progress for processes in Intake, Fiscal, and HR, SSA, Records, and other areas will be in scope in 2016.</p> <p>The total cost of all statements of work will be a maximum of \$175,000 for all of 2016, and funding is available in the 2016 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with ComDoc in 2016 for an amount not to exceed \$175,000.</p>

Recommended for approval by the  
November Finance & Facilities Committee

Submitted By: Russell DuPlain

Date: November 2015

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

# Summit County Board of Developmental Disabilities

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
2016 services provided the North East Ohio Network (NEON) Council of Governments (COG).	<ul style="list-style-type: none"> <li>Administration of the Transitions Developmental Disabilities (TDD) Waiver.</li> <li>Administration of Quality Assessment Registered Nurse (QARN) reviews.</li> <li>Administration of Provider Compliance Reviews.</li> <li>Annual Dues</li> </ul>	<ul style="list-style-type: none"> <li>To approve contract with NEON for TDD Waiver administration, QARN reviews, Provider Compliance reviews, and annual dues in an amount not to exceed (\$464,996.00) for the period of January 1, 2016 through December 31, 2016.</li> </ul>	<p>Service Area: Service and Support Administration &amp; Quality</p> <p>Total Cost: \$464,996.00</p> <hr/> <p>NEON is a council of governments (COG) established under the authority of Chapter 167 of the Ohio Revised Code. The primary purpose of NEON is to coordinate the power and duties of the member boards to better benefit and serve individuals with developmental disabilities in each of the NEON counties. There are fourteen counties in the NEON COG.</p> <p>Summit DD contracts with NEON to administer the TDD Waiver and to conduct reviews on our behalf for QARN and Provider Compliance reviews. These services are required by Ohio Administrative Code. This contract also includes our Annual Dues.</p> <p><u>Services Include:</u></p> <ul style="list-style-type: none"> <li>TDD Waiver Administration - \$350,996</li> <li>QARN Reviews - \$60,000</li> <li>Provider Compliance Reviews - \$50,000</li> <li>Annual Dues - \$4,000</li> </ul> <p><u>TDD Waiver Administration:</u> Summit DD has contracted with NEON for the past several years to perform the service and support administration functions</p>

Submitted By:     Holly Brugh & Billie David    

For:          Superintendent / Assistant Superintendent

    X     Finance & Facilities Committee

    X     Services & Supports Committee

         HR/LR Committee

         Ethics Committee

Date:     10/30/2015

# Summit County Board of Developmental Disabilities

## TOPIC SUMMARY REPORT

		<p>associated with individuals receiving funding through a TDD Waiver. Approximately 134 individuals are funded through the TDD Waiver and DODD is responsible to pay the match for services delivered under this waiver.</p> <p>Summit DD pays NEON a fee of up to \$12,000 for the administration of the TDD waiver, and passes through to NEON all revenue received from DODD for targeted case management billable units generated by NEON.</p> <p><u>Quality Assessment Registered Nurse Reviews:</u> OAC requires individuals enrolled on a Waiver and receiving medication administration by paid staff have a quality assessment review completed by a registered nurse once every three years. Summit DD contracts with NEON to provide this service on our behalf. Approximately 200 reviews are completed annually.</p> <p><u>Provider Compliance Reviews:</u> OAC required Agency and Independent Providers review a regular provider compliance review once every three years to ensure that providers and their staff are in compliance with all applicable certification rules, services outlined in the individual service plan are being delivered and that those service meet quality standards. Special provider compliance reviews may also be conducted at any time and can be unannounced to address health and safety concerns. NEON to complete reviews as assigned as back up during periods of increased demand on Summit DD staff.</p>	<p>Recommended for approval by the November Finance &amp; Facilities and Services &amp; Supports Committees.</p>
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Submitted By:     Holly Brugh & Billie David    

For:            Superintendent / Assistant Superintendent

    X     Finance & Facilities Committee

    X     Services & Supports Committee

           HR/LR Committee

           Ethics Committee

Date:     10/30/2015



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

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

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for administration of the Ohio Transitions Developmental Disabilities (TDD) Waiver services, Quality Assessment Registered Nurse Services (QARN), Provider Compliance Reviews, and Annual Dues.

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. CONTRACTOR OBLIGATIONS**

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

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

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

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

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.
- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in



accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

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

- A. The amount of this Contract shall not exceed Four Hundred Sixty Four Thousand Nine Hundred Ninety Six Dollars AND no/100 (\$464,996.00) and is limited to the Summit DD'S 2016 appropriation.
- B. Contractor will submit invoices noting service provided and fee as noted on Exhibit A.

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

- A. The term of this Contract shall be from January 1, 2016 through December 31, 2016.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

#### **VI. CONFIDENTIALITY**

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

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

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

#### **VIII. MISCELLANEOUS**

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

All services provided under this Contract shall be in accordance with applicable local, state and federal rules and laws including but not limited to the requirements of Chapter's 5123 and 5126

of the Ohio Revised Code, the rules and regulations of the Ohio Department of Developmental Disabilities and any applicable requirements and regulations of the Summit DD.

**B. ASSIGNMENT**

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

**C. ENTIRE CONTRACT**

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

**D. NOTICES**

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

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

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

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

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

***SIGNATURES***

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

**North East Ohio Network**

**SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD**

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

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

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

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

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

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

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

**EXHIBIT 1:**

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

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

NAME	ADDRESS

## **EXHIBIT 2**

### **CONCILIATION PROCEDURE**

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

#### **STEP I**

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

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

#### **STEP II**

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

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

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

## Exhibit A

### NEON Services Provided To Summit County Developmental Disabilities Board

#### A. NEON Responsibilities for Services are as follows:

##### **Quality Assessment Registered Nurse Services**

- When an individual receiving medications and other health related activities is referred by the Board, NEON will complete a quality assessment review performed by a registered nurse or registered nurse consultant per the requirement on OAC 5123:2-6-07
- Complete on-site visit to observe administration of medication and/or health related activities to individuals
- Complete the Quality Assessment Review Tool and Summary Report per DODD protocol with the final documents submitted to the provider and Board
- Complete follow-up with provider to determine that corrective measures have been implemented per plan of correction as submitted to the QARN
- Provide consultation as requested to the Board and providers

##### **Provider Compliance Reviews**

- Complete regular and special compliance reviews, as assigned, per DODD requirements identified in OAC 5123-9-08 and county board request.
- Complete on site review and interview staff, individuals, and CEO of Agency providers.
- Final documents will be submitted to the County Board before submitted to DODD.
- Verify that Plans of Correction are implemented.
- Work with County Board, DODD and Attorney General's Office on reviews that result in sanctions, travel to hearing when needed.
- Maintain all review files.
- Reviews will be completed in the quarter in which they are assigned.
- Special Provider Compliance shall commence within two weeks of request.

##### **Ohio Transitions Developmental Disabilities (TDD) Waiver Services**

- Complete development and maintenance of service plans for individuals enrolled in TDD waiver
- Complete assessments related to service plan needs as appropriate
- Complete coordinating services according to service plans
- Recommend to Summit DD needed changes in services and/or waiver funding
- Enter information into databases as appropriate and complete submission of TCM case notes to Summit DD for billing within 90 days of service delivery

##### **Annual Dues**

- Payment of annual dues to NEON for services such as the investment of funds.

B. Service Fees for January 1, 2016 through December 31, 2016

- **TDD waiver – Not to Exceed \$350,996:**
  - Contractor will invoice Summit DD up to \$1,000 per month for administration fees
  - Contractor will receive as reimbursement for services under this Contract TCM revenue for billable hours entered by Summit DD on behalf of Contractor for persons enrolled on TDD Waiver at the DODD established rate of \$15.48 per fifteen (15) minute units. Payment to Contractor is limited to DODD accepted billing only. Claims rejected by DODD for any reason other than untimely submission by Summit DD will not be reimbursed to Contractor by Summit DD.
  - Contractor will invoice Summit DD up to \$4,250 for technology fees and tools. Fees and tools are not to exceed \$24.00/month per person served for fees associated with the Gatekeeper system, and person served not to exceed one hundred fifty five (155) individuals.
- **Quality Assessment Registered Nurse Services – Not to Exceed \$60,000:**
  - Contractor will invoice Summit DD monthly \$55.50/hour for review services for approximately 200 reviews per year.
- **Compliance Reviews – Not to Exceed \$50,000:**
  - Contractor will invoice Summit DD \$525/review for regular reviews at the commencement of the review for approximately 72 reviews per year.
  - Contractor will invoice Summit DD \$52/hour for special reviews for review services travel time.
- **Annual Dues - \$4,000**

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
2016 Action Plan	Identify goals and action items to achieve that align to the 2016–2018 Long Range Plan.	Board approve plan	<p>The 2016 Action Plan provides the framework for how Summit DD will accomplish its Mission and achieve its Vision. For each goal identified in the Long Range Plan, the annual action plan highlights the measures and the action items in the coming year to accomplish our long-range goals.</p> <p>Highlights of new 2016 action items include:</p> <ul style="list-style-type: none"> <li>• Increase connection with local governments, community leaders and civic organizations to become a primary resource for disability issues.</li> <li>• Providing more creative resources and tools to SSAs and teams to offer creative solutions to the more challenging cases and increased person-centered planning.</li> <li>• Providing parent networks and coaching individuals and families to become greater advocates for what is important to and for each person.</li> <li>• Pilot a new transition framework for school to work transition supports.</li> <li>• Promote an array of residential support options.</li> <li>• Create best practice inclusive day program model.</li> <li>• Expand childcare and early intervention supports by increasing the age of those we support in those programs.</li> <li>• Implement the conflict free case management by building provider capacity, expanding service monitoring, developing new integrated models, phasing out of the Akron Center and not accepting new referrals.</li> <li>• Develop a business plan to remain sustainable through the next levy period, ending in 2024.</li> <li>• Develop a variety of approaches to educate and support employees impacted by the transition.</li> </ul> <p>The Public Open House was held on November 11.</p> <p><b>Recommended for approval by the November HR/LR, Finance &amp; Facilities and Services &amp; Supports Committees.</b></p>

Submitted By: Billie David  
 Date: 11/4/2015

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





## 2016 DRAFT Action Plan

## Our Journey Forward

Ohio and Summit County find themselves in the midst of transformational change, one that provides even more community-integrated work and life options to all individuals with developmental and intellectual disabilities. In light of Ohio's changes in how Boards support individuals, Summit DD has never been in a better position to absorb and embrace those changes ahead.

The issues that are driving change across the state and the nation are two-fold. New Center for Medicaid Services (CMS) rules that went into effect in March 2014 say that federal Medicaid funds can no longer be used to pay for waiver services that have the effect of isolating people, including sheltered workshops. In addition, CMS states that there is an inherent conflict of interest when County Boards provide both service coordination and Waiver services such as adult day programming, community employment and transportation. All County Boards, including Summit DD, must eliminate the conflict of interest by phasing out of providing Waiver services directly.

An agreement between CMS and the Ohio Department of Developmental Disabilities (DODD) gives County Boards until 2024 to comply with conflict free case management by no longer directly providing Waiver services. Given the wealth of provider options in Summit County, Summit DD is positioned to phase out as a direct Waiver service provider within the next five years. Also, given 60% of those that we currently support already receive these services from a private provider, we are in a much better position to work through our journey forward seamlessly.

As we embark on the changes ahead of how Ohio supports individuals with developmental disabilities, Summit DD is more relevant than ever in connecting individuals and families with stellar providers and services while remaining true to our roots. The year ahead will be filled with thoughtful planning and transparent communication about the changes ahead.

Our promise to families and our community is that Summit DD will be the primary community resource that connects individuals with developmental disabilities to a lifetime of support that empowers them to live a healthy, happy life.

## Our History

Summit County has a rich history of supporting adults and children with intellectual and developmental disabilities and connecting them with the supports needed to live a happy, satisfying life.

With the help of parents and advocacy groups, Summit County Developmental Disabilities Board, or Summit DD, was created in 1967 to administer and fund local programs in local communities. At that time, Summit DD opened Weaver School and Weaver Workshop in Tallmadge to offer educational services to children when there was nowhere to go to school and vocational services to adults when there were no other employment options.

In 1979, group homes began providing residential options when the only other option was institutionalized living. Over the years, Summit DD grew to include more workshops throughout the county and a childcare center at its Tallmadge location.

Summit DD's role has been ever evolving as services for individuals with disabilities become more community minded. In 2007, Summit DD was able to successfully transition all school age children to

their local school district where they can get the support needed in their own communities with their friends. The Weaver School served a distinct purpose in the community when there was nowhere else to go, and now is home to Summit DD's administration building where service coordinators, intake, early intervention, and administrative support professionals work each day to develop individualized services. Summit DD believe our facilities are community buildings and resources and many groups use the Administration building for meetings, events and sporting events.

In addition, Summit DD partnered with community-based child care centers through its Community Partnership for Inclusion program to provide parents more options in their own communities. As more kids were transitioned to these partner centers our on-site child care center, Calico, was no longer needed. Today we support more children in the community than ever came through the doors of Calico.

From our early roots of advocacy and support, Summit DD's role has continually evolved to meet the needs of those we support and of those we will support in the future. We could not have accomplished all we have in our 50 year history without the support of advocates and the support of our great community.

## Our Strategic Planning Process

The 2016 - 2018 Long Range Plan establishes the mission, vision, strategic priorities that guides Summit DD's decision making. The plan is developed by the Board, based on input from individuals served, parents/guardians, caregivers, service providers, staff, representatives of community-affiliated groups/agencies, and staff.

Each year the plan is in effect, an Annual Action Plan establishes specific outcomes to be achieved during that year, within Board budget priorities and available resources. The Board monitors the implementation of the Long Range Plan through detailed quarterly reports of the Annual Action Plan.

## Our Mission Vision and Values

### Our Vision

We are a community built by the abilities of ALL citizens.

### Our Mission

Summit DD connects people with disabilities to supports that empowers each individual to contribute to their own success and to that of their community.

### Our Values

**Person Served First.** We believe that individuals with developmental and intellectual disabilities have the right to live their vision of a healthy, satisfying life. We actively listen to find out what is important to and for each individual. We treat each individual and their family with dignity and respect. We promote person first language, choice and person-centered planning. We work to ensure that our communities capitalize on the talents of all citizens.

**Customer Service.** We work to delight individuals with disabilities, their families, providers and the community. We connect people to high quality individualized support that meets their needs. We aspire to high levels of satisfaction and engagement. We listen to the concerns of our customers and help them navigate through the developmental disability system.

**Diversity.** Our organization is enriched by the diversity of people who both receive and provide services. We strive for equality and inclusion by building knowledge and awareness. We understand and respect the unique values, customs, languages, abilities and tradition of a diverse clientele, workforce, and provider community.

**Accountability.** Personal accountability is often accompanied by personal opportunity to innovate. We will accept accountability for mistakes and learn from them to improve the service delivery system. We will be responsible stewards of the public's trust and tax dollars and will remain transparent in our operations. We will ensure that our support and services are sustainable for future generations.

**Innovation.** We will honor the achievements of those who came before us as we move our system forward. We will promote a culture of creativity and innovation in the service delivery system by rewarding risk without fear of failure. We will monitor outcomes that push the service delivery system towards best practices and high performance.

## Our Long Range Goals

Goal 1: Inclusive Community

Goal 2: Person Centered Planning

Goal 3: Individualized Support

Goal 4: Quality

Goal 5: Organizational Success

## Inclusive Community

Summit DD develops and maintains win-win relationships with key community partners, such as employers, educational institutions, healthcare organizations, and related associations, as well as community organizations including city leadership, chambers and clubs. In this way, we can cultivate partnerships that offer support and opportunity to people with disabilities to live fully inclusive lives. We also highlight the success of those we support to overcome misperceptions about people with disabilities, advocating for equality, acceptance and inclusion.

### Strategic Objectives (2016 – 2018)

1. We will inspire organizations to make inclusion a part of their culture to build welcoming, accessible communities for all.
2. We will build off the success of those we support in order to overcome misperceptions about the abilities of individuals.
3. We will unite with the community to ensure that employers and places of education are diverse and inclusive, capitalizing on the talents of those we support.

### 2016 Key Performance Indicators

Measure	Projection
Residents Inclusion Index (Collaborative Polls)	80%
Familiarity with Summit DD Supports (Collaborative Polls)	39.5%
% of Adults who Work in the Community (Census)	25%
# of Children who receive childcare in the community (Census)	100
Website Visitors	50,000

### 2016 Action Items

#### Connect with and Engage Local Governments

Inclusive communities are built when local leaders make disability issues a part the community conversations. Summit DD will support local governments with our expertise on inclusion and accessibility and embed resources within each community. With support from Summit DD, local governments can work to make their communities inclusive for all citizens.

#### Identify and Engage Local Influencers to Promote Inclusion

The greater Akron community is thriving and on the cutting edge of innovation and cultural diversity. Local leaders from government, business, non-profit, religious and cultural communities move this great community forward. Summit DD will connect with and engage local leaders to serve as a resource to ensure that when our community thrives, it thrives for all citizens.

#### Engage Community Organizations to Provide Disability Resources

Summit DD will connect with local organizations to provide support and resources to promote inclusive community organizations.

## **Empower Self-Advocate to Tell Their Stories**

Everyone has a story to tell and Summit DD has the honor and privilege to play a supporting role in more than 4,000 adult and children's stories. We will empower those we support to tell their story through our wide network of supporters.

## **Person Centered Planning**

Summit DD has meaningful conversations with individuals with disabilities and their families to find out about their unique challenges, goals and opportunities. It is only through active listening that we can empower individuals to create their own path with individualized supports through a person-centered service plan. Summit DD is committed to creating a person centered plan based on the needs of each individual using paid and natural supports to connect individuals to their communities.

### **Strategic Objectives (2016 -2018)**

1. We will listen to individuals to find out what is important to them, and then empower individuals and families to advocate for their needs with creative solutions that connect individuals to their community.
2. We will focus on the individual and family, balancing paid and natural supports, to help them through their journey with an individualized service plan based on what people need to meet their goals.
3. We will respect a person's right to make informed choices about their lives.
4. We will engage providers in the person-centered plan to develop best-fit opportunities for each individual's unique needs.

### **2016 Key Performance Indicators**

Measure	Projection
Service Coordination Index (person served)	90%
Choice and Decision Making Index (person served)	80.5%
Information and Planning Index (parents of adults)	90%
Information and Planning Index (parents of children)	90%
Choices Index (parents)	70%

### **2016 Action Items**

#### **Coach Developmental Disability Staff on Person Centered Thinking**

Person-centered planning challenges us to have different conversations about what is important to and for each individual. In 2015 Summit DD converted all Individual Service Plans to the new person-centered format. In 2016, we will coach and provide tools to all staff and measure the effectiveness of person-centered planning.

### **Support Creative Resources to Support Person Centered Plans**

Summit DD will provide new supports and resources to teams to help facilitate creative solutions to the most difficult challenges. Through natural supports, paid supports and flexibility in an individual's budget for services, we will help navigate the support options to achieve each individual's vision of a happy, satisfying life.

### **Empower Individuals and Families to Self-Advocate**

Through family networks, peer resources and coaching, each family can be prepared to advocate for what is important to and for each individual. Summit DD will invest in self-advocacy and parent networks and remain accountable to honor the choices of those we support.

## **Individualized Support**

Summit DD uses individualized service plans to connect people with disabilities and their families to providers within the community that can help them achieve their vision of a happy, satisfying life. We partner with providers to develop service options that meet the needs of those we support. An individual's experience in their chosen setting will afford each person the greatest opportunity to be included with the greater community.

### **Strategic Objectives (2016 – 2018)**

1. We will connect families of young children to best-fit support to empower caregivers to be the best advocate.
2. We will connect individuals and families to best-fit community support during the transition from youth to adult to empower individuals and families to make choices about their future.
3. We will connect individuals to best-fit employment support that meets each individual where they are on their path to employment.
4. We will connect individuals to best-fit living options.
5. We will connect individuals to community life so each person has the opportunity to explore their interests and hobbies.

### **2016 Key Performance Indicators**

<b>Measure</b>	<b>Projection</b>
# of families supported through early intervention	895
% of adults graduating from high school who are supported in college or community employment	50%
# of adults who receive residential support	1,700
# of individuals supported	4,338



## 2016 Action Items

### **Support Innovative Approaches to School to Adult Transition**

Summit DD will partner with local school districts to develop a new transition framework for school to work transition that supports inclusive outcomes for adults. We will continue the work of the Transition Leadership Group to pilot the transition framework in local school districts and learn from the success of those pilots to implement best practice transition support county-wide.

### **Promote an Array of Residential Support Options**

Each individual and family has unique needs and a one size fits all approach to residential support isn't the best option for all. Summit DD will talk with each family about what is important to them and provide several different service options for residential support. Summit DD will engage with residential service providers to ensure that the homes reflect the preferences of the individuals that live in them.

### **Develop Best Practice Inclusive Day Service Model**

We realize that community employment is not the best fit for everyone, and those who are not yet ready for community employment need a meaningful, safe day program environment. Summit DD will identify national best practices for integrated day options and partner with providers to develop a model that meets the needs of individuals.

### **Expand Services for Families of Children**

Summit DD has developed partnerships with more than 40 day care centers and provides early intervention support to nearly 800 families. We understand that some families who have special needs may need some extra support beyond what is typically provided. Summit DD will expand its Community Partnership for Inclusion program to offer child care options for children who are older than six and expand its Early Intervention program to offer support to children older than three.

## Quality

Summit DD is committed to quality services that are innovative and meet best practice standards and also promote the health and safety of those we support. We strive to ensure that quality providers are available to meet each individual's need and that the level of service is always the highest.

### **Strategic Objectives (2016 – 2018)**

1. We will work with providers to build capacity for the service needs that individuals identify through their individual service plan.
2. We will partner with providers through onboarding, training, technical assistance and ongoing communication.
3. We will monitor and report outcomes to ensure quality services.

### **2016 Key Performance Indicators**

Measure	Projection
Person served overall satisfaction	95%
Parent/guardian overall satisfaction	89%
Provider Satisfaction with Summit DD	75%



## 2016 Action Items

### Identify Best Practice Service Standards

Summit DD believes that quality goes beyond compliance with standards and works towards best practice standards. Summit DD will work with providers to pilot a best practice standard of service for home and community based services and early intervention. We will provide training and support to providers to empower them to achieve best practice standards and monitor progress.

### Provide Service Partners with Resources and Support

Summit DD will continue to streamline provider support, including developing provider listening posts, provider on-boarding, technical assistance, provider training, and connecting providers to the community of individuals Summit DD supports.

### Emphasize the Ongoing Monitoring of Supports

The health and safety of individuals is our primary concern and we all serve a role in monitoring the support and welfare of individuals. From SSA's monitoring services, to compliance reviews to Major Unusual Incidents, Summit DD will collaborate to monitor the services of each individual and will address trends and patterns for both individuals and the service delivery system.

## Organizational Success

Summit DD develops innovative solutions to complex problems with an appreciation for the ebb and flow of the natural evolution of the system and the ever changing landscape. We understand that evolution may impact our relationships and offerings. We continually strive to challenge ourselves, realizing that our long-term sustainability is the key to provide a lifetime of support to individuals with disabilities.

### Strategic Objectives (2016 – 2018)

1. We will remain the visible leader in disability issues as our role as a direct Waiver service provider diminishes.
2. We will maximize revenue, create efficiencies and leverage technology to remain sustainable for those we support.
3. We will foster a diverse workplace that is welcoming and values the unique contribution of each employee.
4. We will define and cultivate our core competencies and align our resources to remain flexible to achieve our long range plan goals.

### 2016 Key Performance Indicators

Measure	Goal
Administrative costs as a % of total expenses	9.16%
Total reimbursement to private providers for services provided	\$60.4 Million
% of adults who receive federal funds	86%
% of adults who utilize Summit DD as a Medicaid	35%

Provider	
% of employees who have had opportunities at work to learn and grow in the last year	75.3%
% of employees who feel there is someone at work who encourages my development	Baseline
% of employees satisfied with policies and programs that promote workplace diversity	75.7%

## 2016 Action Items

### **Reduce Summit DD's Role as a Service Provider to Resolve the CMS Conflict of Interest**

The Center for Medicaid Services (CMS) rules state that a conflict of interest exists when a County Board provides both service coordination Home and Community Based Services, such as for Adult Day and Vocation Habilitation Services, Community Employment and Transportation services. An agreement reached between CMS and the Ohio Department of Developmental Disabilities (DODD) requires County Boards to reduce their role as a Waiver service provider and completely phase out by 2024. In Summit County, 60% of adults already receive these services from private providers. In 2016, Summit DD will begin this transition by no longer accepting new referrals, not renewing our lease at the Akron Center, developing new integrated service options, and working with private providers to increase capacity. In addition, we will develop and communicate a comprehensive person-centered plan and timeline for full compliance to conflict free case management, ensuring a smooth transition.

### **Support Staff Impacted by Organizational Change**

As Summit DD's role as a direct service provider for Home and Community Based services diminishes, the make-up of our workforce will change. Summit DD will continue to be thoughtful and transparent to staff during this transition. In 2016, we will develop a variety of approaches to educate and support employees impacted by the transition.

### **Develop a Comprehensive Business Plan to be Sustainable**

While Summit DD examines its role as a service provider there is a direct financial impact to salaries, benefits, Waiver match costs and Waiver revenue. Coupled with our increased Waiver match commitments to support new graduates, Summit DD must examine its business plan to be sustainable through our next levy period, ending in 2024. We will identify critical budget impacts and build scenarios that allow us to meet our goals yet remain sustainable in the future.

### **Continue to Emphasize Organizational Culture**

While Summit DD's workforce evolves, we will continue to support and develop a diverse workforce that capitalizes on the unique perspective of our staff. We will continue to engage employees, encourage innovation, develop staff, and embrace the diversity of our workforce.

### **Communicate with All Stakeholders**

As Summit DD continues our journey forward, we will continue to be transparent and keep all stakeholders informed. We will use employee meetings and communications, community meetings, newsletters, our website, social media and provider meetings to communicate with and listen to our customers.

# County of Summit Developmental Disabilities Board

## TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
DJFS onsite assistance	Renewal of contract for DJFS staff to work at Summit DD locations.	Approval of DJFS onsite assistance contract effective January 1 – December 31, 2016.  Contract amount not to exceed \$70,000.	<p>Service Area: SSA</p> <p><i># of Individuals Currently Served:</i> All Medicaid Enrollees</p> <p><i>Total Cost:</i> \$70,000</p> <p><i>Amount of Increase/Decrease:</i> \$5,000 (Due to 2015 &amp; 2016 salary increase)</p> <p>This contract collaboration is between the Summit DD and Summit County Department of Jobs &amp; Family Services (DJFS).</p> <p>Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at 89 East Howe Rd., Tallmadge. The caseworker provides assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Persons served and families are able to work with the DJFS staff without going to the downtown Akron offices.</p> <p>The advantage of this arrangement allows for one caseworker to address special issues and barriers that delay Medicaid enrollment.</p> <p>Reimbursement will be made to DJFS on a monthly basis in the amount of \$5,833.33, not to exceed \$70,000 annually.</p> <p>Funds are available in the budget.</p> <p><b>Recommended for approval by the December Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>

Submitted By: Holly Brugh For: Superintendent / Assistant Superintendent

Date: November 2015

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



# COUNTY OF SUMMIT, OHIO

Russell M. Pry, Executive

Department of Job and Family Services

Patricia L. Divoky, Director

November 10, 2015

Lisa Kamlowsky, Assistant Superintendent  
County of Summit Developmental Disabilities Board  
89 East Howe Road  
Tallmadge, Ohio 44278

Re: Agreement for Case Managers for the On-Site Assistance at 89 East Howe Road,  
Tallmadge, Ohio 44278 and 636 West Exchange Street, Akron, Ohio 44302

Dear Ms. Kamlowsky:

Enclosed please find County of Summit Developmental Disabilities Board's fully executed Agreement with the County of Summit Department of Job and Family Services (CSDJFS).

If you have any questions concerning these documents, please contact me at 330-643-7638.

Sincerely,

Anita L. Davis  
Legal Counsel

ALD/tlp  
Enclosure

cc: Patricia L. Divoky, Director, CSDJFS (w/encl.)  
Stephen Zimmerman, Assistant Director, Administration & Finance, CSDJFS (w/encl.)  
Terri Burns, Deputy Director, Budget and Finance, CSDJFS (w/encl.)  
Frances Ladd, Assistant Director, Programs, CSDJFS (w/encl.)  
Darlene Mims, Assistant Deputy Director, Special Projects, CSDJFS (w/encl.)  
Ramona Wiles, Social Program Analyst, CSDJFS (w/encl.)  
Kimberle Hinson, Purchasing & Inventory Supervisor, CSDJFS (w/encl.)  
Charmaine Thurman, Fiscal Operations Manager, CSDJFS (w/encl.)  
Jennifer Daubenspeck, Program Manager, Contract Administration, CSDJFS (w/encl.)  
Joann Harper, Contract Administrator, Contract Administration, CSDJFS (w/encl.)  
Ingrid Abraham-Turner, Contract Administrator, Contract Administration, CSDJFS (w/encl.)  
File (w/encl.)

**AGREEMENT  
BETWEEN  
COUNTY OF SUMMIT  
AND  
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD  
(FY 2016)**

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

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

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

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

1. Provider will engage the services of one (1) FTE CSDJFS Case Manager. This Agreement shall be in effect for one (1) year commencing on January 1, 2016, and ending on December 31, 2016. CSDJFS and Provider shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.
2. Provider's worksites located at 89 East Howe Road, Tallmadge, OH 44278 and 636 West Exchange Street, Akron, OH 44302 will utilize one (1) FTE Case Manager forty (40) hours per week on a shared schedule to be agreed upon by both parties. The Case Manager will work one hundred percent (100%) of the part-time schedule processing Medicaid, Medicaid Waiver, Healthy Start and Food Assistance applications.
3. Provider shall appoint a contact person for the Case Manager. Any and all communication regarding a Case Manager's work performance shall be through the Case Manager's chain of command through CSDJFS' Family Support Services Division.
4. The Case Manager shall continue to be responsible for his/her responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.

5. The Case Manager's vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated by the CSDJFS Family Support Services Division.
6. If an assigned full time Case Manager is unable to report to work for a period longer than fourteen (14) days for any reason other than vacation, then CSDJFS will provide a substitute Case Manager to Provider within a reasonable period of time. If a replacement Case Manager is not provided by CSDJFS within a reasonable period of time, then Provider shall not be responsible for payment for the period that no one is available.
7. CSDJFS will provide, maintain and assure each Case Manager has a laptop computer with CRIS-E software for the purpose of application processing and case maintenance, and a printer.
8. Provider will provide private office space, office furniture, locking file cabinets, a telephone and a copier for each Case Manager at its site(s).
9. Compensation and Payment.

- A. CSDJFS will be responsible for Virtual Private Network (VPN) Box installation and maintenance costs and Provider will maintain reliable broadband internet connection services, and be responsible for all costs related to such for the term of the Agreement, to enable internet connection at Provider's worksite with Ohio Department of Job and Family Services (ODJFS) CRIS-E software for the purpose of application processing and case maintenance.
- B. Provider will be responsible for Case Managers' salary, including benefits, in an amount not to exceed Seventy Thousand Dollars and 00/100 (\$70,000.00). The reimbursement provided to CSDJFS shall be on a monthly basis.

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

- C. Reimbursement amounts are subject to change depending on, but not limited to, the following list of possible employment status changes:
  - Employee termination
  - Employee promotion
  - Annual cost of living increases
  - Bargaining Unit Agreement contractual obligations/terms (example, step increases)
  - Increases or decreases in the cost of employment benefit plans

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

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

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

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

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

12. Equal Opportunity Employment/Non-Discrimination.

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

- B. *EEO Employer.* The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.
- C. *Non-discrimination in Employment.* In carrying out this Agreement, Provider will not discriminate against any employee or applicant for employment by reason of race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs.
- D. *Posting.* Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Provider will incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and will require all of its subcontractors for any part of such work to incorporate said requirements in all subcontracts for such work.
13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Provider hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Provider. Provider also acknowledges HIPAA requires that all entities



subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Provider warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care providers and health care clearinghouses. Finally, Provider recognizes the following provisions of HIPAA, as amended by the ARRA, apply:

- A. Provider is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Provider.
- B. Provider is subject to periodic compliance audits with regard to HIPAA compliance.
- C. Provider is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
- D. Provider is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
- E. Provider must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
- F. Provider can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.

14. Conflict of Interest. Any officer, employee, or agent of Provider or of County or the County of Summit Department of Job and Family Services who exercises any function or responsibilities in connection with the planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.

15. Lobbying Prohibition. Provider certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of Provider to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

16. Assignment. Neither party shall assign its rights or delegate its duties here- under without prior written consent of the other party. Subject to such consent, this

Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.

17. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.
18. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:  

County of Summit Director, Department of Law 175 South Main Street Akron, Ohio 44308	County of Summit Developmental Disabilities Board 89 East Howe Road Tallmadge, Ohio 44278
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19. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.
20. Waiver. If Provider fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.
21. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
22. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
23. Insurance. Provider will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.
24. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

25. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Provider is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS further expressly represents that its Case Managers assigned to Provider have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Provider, it will notify Provider immediately.”
26. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified, except in writing signed by both parties. In the event that any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not effect the validity of other provisions in the Agreement and shall be severable.

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES  
BOARD

By: John J. Trench  
Its: Superintendent 10-28-15  
Title Date

Approved as to form:

DEPARTMENT OF JOB AND FAMILY  
SERVICES

Anita L. Davis 11/5/15  
Anita L. Davis Date  
CSDJFS Legal Counsel

Patricia L. Divilly 11/5/15  
Patricia L. Divilly Date  
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Mitz 11/9/15  
Deborah S. Mitz, Director Date  
Department of Law ada

Russell M. Fry 11/9/15  
Russell M. Fry Date  
EXECUTIVE

# TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
Summit County Family and Children First Council / Summit County Cluster for Youth Funding Agreement	Summit DD continues to contribute funds to the shared pool agreement that provides services to youth.	Summit DD to continue participation in shared pool agreement for amount of \$100,000 for the time period of January 1, 2016 through December 31, 2016.	<p><b>Service Area:</b> Children</p> <p><b>Total Cost:</b> \$100,000.00.</p> <p><b>Amount of Increase/Decrease:</b> 0</p> <hr/> <p><u>January 1, 2015 through November 17, 2015:</u></p> <ul style="list-style-type: none"> <li>52 children were served - of whom 8 were persons with developmental disabilities</li> </ul> <p><u>January 1, 2014 through December 31, 2014:</u></p> <ul style="list-style-type: none"> <li>54 children were served - of whom 11 were persons with developmental disabilities</li> </ul> <p>The purpose of this contract is to establish a shared pool for funding to the Family and Children First Council (FCFC) in support of services through CLUSTER, which provides services to multi need children in Summit County. These services include but are not limited to: service coordination, placement, food, clothing, medical, and psychological / psychiatric care. This agreement allows Summit DD access to additional funding for services to children that otherwise Summit DD would sustain.</p> <p>Funds from this contract are used to pay for the Cluster services, cost of two Cluster Coordinators, and Cluster Cross Systems Training.</p> <p>Summit County Health Department (SCHD) is the designated Administrative/Fiscal agent and generates the contract as well as provides accountings for funds held in this shared pool.</p>

Submitted By: Holly Brugh

Date: November 2015

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

County of Summit Board of Developmental Disabilities

**TOPIC SUMMARY REPORT**

		<p>Summit DD contributes \$100,000 to this shared pool; disbursement is through a one time payment of \$100,000.00.</p> <p>Shared pool contributions vary by agencies, and have remained the same for the past several years. Other participating agencies include:</p> <ul style="list-style-type: none"><li>• Children's Services Board (\$120,000)</li><li>• Juvenile Court (\$100,000)</li><li>• Child Guidance &amp; Family Solutions (\$68,000).</li></ul> <p>Summit DD share of contract reflects the increased needs of persons with developmental disabilities.</p> <p>The contract allows us to amend the contract if the other agencies do not sign agreements for the amounts identified in the contract.</p> <p>Funds are available in the 2016 budget.</p> <p><b>Recommended for approval by the December Finance &amp; Facilities and Services &amp; Supports Committees.</b></p>
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Submitted By: Holly Brugh

Date: November 2015

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

**SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL/SUMMIT COUNTY  
CLUSTER FOR YOUTH FUNDING AGREEMENT**

This Agreement is made between the County of Summit Developmental Disabilities Board (DD), located at 89 E. Howe Ave., Tallmadge, Ohio 44278, John Trunk, Superintendent, duly authorized, and the Summit County Family and Children First Council, (FCFC), authorized under Ohio Revised Code Section 121.37 on behalf of Summit County Cluster for Youth, (CLUSTER), a committee within Summit County Family and Children First Council, acting by Almee Budnik, its Director, and the Summit County Combined General Health District (SCCGHD), located at 1867 West Market Street, Akron OH 44313, acting as the administrative and fiscal agent of FCFC.

This Agreement is effective from January 1, 2016, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on December 31, 2016.

**I. PURPOSE**

DD agrees to contribute funding to FCFC in support of services through CLUSTER to provide services to multi-need children in Summit County. Such FCFC/CLUSTER services include, but are not limited to, service coordination, placement, food, clothing, wraparound, and medical, psychological and/or psychiatric care.

**II. GENERAL PROVISIONS**

This Agreement is made under and governed by the laws of the state of Ohio and is subject to all applicable provisions of Ohio and Federal law and regulations related to the provision of child welfare services to children and youth.

**III. FUND MAINTENANCE**

Summit County Combined General Health District (SCCGHD) located at 1867 West Market Street, Akron, Ohio 44313 is the designated Administrative/Fiscal agent for FCFC as specified in the Administrative/Fiscal Agent Agreement attached hereto and incorporated by reference. In accordance with that Administrative/Fiscal Agent Agreement, and acting on behalf of FCFC/CLUSTER, SCCGHD shall maintain all funds donated to FCFC/CLUSTER, as donated by County of Summit DD Board, Summit County Children Services, Summit County Juvenile Court and County of Summit ADM Board in a separate fund account. Acting as fiscal agent for FCFC, SCCGHD will provide accountings for funds held in the fund account as detailed in the Administrative/Fiscal Agent Agreement between SCCGHD and FCFC.

**IV. FUNDING**

Under the terms of this Agreement, DD agrees to donate and deposit into the separate fund account, on behalf of FCFC/CLUSTER, an amount not to exceed One Hundred Ten

**Thousand and Seven Hundred Dollars (\$110,700).** In the event of termination prior to December 31, 2016, DD shall be reimbursed proportionately and commensurate with the actual term of the Agreement. The other contributors are: Summit County Juvenile Court (\$131,084), Summit County Children Services (\$171,245), and County of Summit ADM Board (\$145,431).

**V. FUND USE/ACCESS**

All funds deposited into the separate fund account shall be used to pay the costs of services for FCFC/CLUSTER children. In addition, funds will be used to pay the salaries and fringe benefits, travel and supplies, of two Cluster Coordinators, and Cluster Cross Systems Training.

The CLUSTER Administrative Council, with the approval of the CLUSTER Review Council shall determine the eligibility of any youth regarding the use of FCFC/CLUSTER funds. In addition, the CLUSTER Administrative Council will determine the appropriateness of placement and/or services to be provided and whether or not the entire cost or a portion of the cost for such services and/or placement should be paid from the fund. The CLUSTER Program Coordinator, upon receipt of the written approval of the CLUSTER Administrative Council, may withdraw monies from the fund in amounts sufficient to pay for the approved services and make direct payment to the service provider. The CLUSTER Administrative Council will monitor monthly expenditures to assure spending does not exceed the FCFC/CLUSTER's approved budget.

The financially contributing members to the fund retain responsibility of the fund with oversight by the FCFC Executive Council. Any questions, concerns or disputes regarding funding for a specific child will be directed to the Executives of the financially contributing members of the fund. SCCGHD shall provide quarterly fiscal reports to the FCFC/Cluster Executive Council in accordance with the Administrative/Fiscal Agent Agreement. The FCFC/Cluster Executives shall direct all questions or requests for additional information relative to the fund to the FCFC Director or Cluster Program Coordinator.

**VI. AGREEMENT REVIEW**

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (December 31, 2016), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the agreement.

**VII. SEPARABILITY**

This Agreement is separable. If any provision of this Agreement is declared void or invalid by any Court, it will not affect the validity of any of the other provisions of this Agreement. If one or more of the contributing agencies terminate and/or alter their contribution amount this contract may be reviewed and/or amended.

**VIII. COMPLETE AGREEMENT**

This Agreement is the complete understanding of the parties. Anything not included in this



Agreement is not binding.

#### **IX. MODIFICATION**

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

#### **X. NOT BINDING IN SUCCESSOR/ASSIGNS**

This Agreement is made solely for the benefit of FCFC/CLUSTER and no other person shall acquire or have any right thereunder or by virtue hereof.

#### **XI. NO WAIVER**

The failure of either party to this Agreement to insist upon the performance of any terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

#### **XII. NOTICE**

Any notice of other communication to be given under this Agreement shall be given by delivering the same in writing to the following addresses:

For FCFC:  
Director  
Family and Children First Council/Summit County Cluster for Youth  
Summit County Combined General Health District  
1867 West Market St  
Akron, Ohio 44313  
Phone: 330-812-3853  
Fax: 330-923-1350

For DD:  
Superintendent  
County of Summit Developmental  
Disabilities Board  
89 E. Howe Ave.  
Tallmadge, Ohio 44278  
Phone: 330-634-8080  
Fax: 330-634-8081

#### **XIII. HIPAA COMPLIANCE**

To best serve children's needs it may be necessary for the parties to exchange protected health information about involved individuals. Therefore, in order to facilitate the exchange of such protected health information within the boundaries of the law and in compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, the parties hereto incorporate by reference EXHIBIT A attached to this Agreement, which exhibit is captioned "BUSINESS ASSOCIATE AGREEMENT."

#### **XIV. CONFIDENTIALITY**

FCFC and CLUSTER agree that all information communicated to them with respect to clients of DD is confidential. FCFC and CLUSTER promise and agree that they shall not disclose any such confidential information to any other person unless specifically authorized to make any such disclosures, they shall do so only within the limits and to the extent of that authorization, or as required by law.

#### **XV. RECORD ACCESS**

FCFC and CLUSTER shall provide access to any books, documents, papers and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller General of the United States, or any of their duly authorized representatives. FCFC and CLUSTER shall maintain all required records for three years after DD makes final payments and all other pending matters are closed.

#### **XVI. HEADINGS**

The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties hereto do execute this agreement this \_\_\_\_\_ day of  
\_\_\_\_\_ 2015.

\_\_\_\_\_  
John Trunk Date  
Superintendent  
County of Summit Developmental Disabilities Board

 11-23-15  
\_\_\_\_\_  
Aimee Budnik Date  
Director  
Family & Children First Council

\_\_\_\_\_  
Donna Skoda Date  
Health Commissioner  
Summit County Combined General Health District  
Administrative/Fiscal Agent of FCFC

APPROVED AS TO FORM AND LEGAL CONTENT

  
\_\_\_\_\_  
Lesley A. Walter, Assistant Prosecuting Attorney  
Summit County, Ohio  
Prosecutor Opinion No.: 15-243  
Date: 11/19/15

SCCGHD Tax ID No.: 34-6002767

SCCGHD Tax ID No.: 34-6002767

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of 1/1/2016 (Effective Date) by and between County of Summit Developmental Disabilities Board (Covered Entity) and Summit County Combined General Health District as Administrative/Fiscal Agent of ECFC (Business Associate) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (HIPAA).

### **RECITALS**

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose individually identifiable health information to the Business Associate in the performance of services for or on behalf of the Covered Entity;

Whereas, such information may be Protected Health Information (PHI) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

### **SECTION I – DEFINITIONS**

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an employee's course and scope of employment;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate work force members (workforce member means employee, volunteer, trainees, etc. whether paid or unpaid); and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

- 1.4 "Data Aggregation" shall have the meaning given to such term under the HIPAA Rules, including but not limited to, 45 CFR §164.501.
- 1.5 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.6 "Effective Date" shall be the Effective Date of this amended and restated Agreement.
- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.8 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.10 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.11 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501, (45 CFR §160.103 and §164.501).
- 1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- 1.14 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.16 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.17 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR §164.402).

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI;
- 2.13 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.14 Implement administrative safeguards in accordance with 45 CFR §164.308, physical safeguards in accordance with 45 CFR §164.310, technical safeguards in accordance with 45 CFR §164.312, and policies and procedures in accordance with 45 CFR §164.316;
- 2.15 To notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 60 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 §CFR 164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412:
- a. Without unreasonable delay and in no case later than 60 days after discovery of a Breach.
  - b. By notice in plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of



- birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4) A brief description of what the Covered Entity involved is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,
  - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. Use a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provide notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

## **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

### **6.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

## **SECTION VII – GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy personal information about individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 7.4 **Survival.** The respective rights and obligations of Business Associate under Section Two of this Business Associate Agreement shall survive the termination of this Agreement.
- 7.5 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

In Witness Whereof, the Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Covered Entity

Business Associate

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

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

Printed Name: Donna Skoda

Printed Name: John Trunk

Title: Health Commissioner, SCCGHD

Title: Superintendent, CSDD

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

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

APPROVED AS TO FORM AND LEGAL CONTENT

Lesley A. Walter

Lesley A. Walter, Assistant Prosecuting Attorney  
Summit County, Ohio

Prosecutor Opinion No.: 15-243

Date: 11/19/15

**ADMINISTRATIVE/FISCAL AGENT AGREEMENT  
BETWEEN  
FAMILY & CHILDREN FIRST COUNCIL OF SUMMIT COUNTY  
AND  
THE SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT**

This Agreement ("Agreement") is made by Summit County Family & Children First Council ("FCFC"), authorized under Ohio Revised Code Section 121.37 and Summit County Combined General Health District ("SCHD") a mandated member under Ohio Revised Code Section 121.37, located at 1100 Graham Road Chiles, Stow, Ohio 44224, by Gene Nixon, Health Commissioner, duly authorized for the purpose of defining the responsibilities of SCHD as administrative/fiscal agent of FCFC.

In consideration of the covenants and promises set forth in this Agreement, the parties agree as follows:

The parties possess legal authority to execute this Agreement, and a resolution, motion or similar action has been duly adopted or passed as an official act of the governing body authorizing SCHD and FCFC to execute this Agreement including all understandings and assurances and directing and authorizing the person(s) identified as the official representative to act in connection with the execution of this Agreement.

**Section 1. Term**

This Agreement shall begin on July 1, 2014 and shall be of indefinite duration.

**Section 2. Responsibility of SCHD**

The Summit County Health District is responsible for receiving and disbursing funds at the discretion of the Council. In these matters, the Council is legally separate from the Health District. The District is not legally obligated or otherwise responsible to fund the deficits of, or provide financial support to the Council. The Health District is fiscal agent and custodian for the Council but is not accountable for programmatic compliance.

SCHD, as administrative/fiscal agent for FCFC agrees to do the following on behalf of FCFC:

Serve as the Council's appointing authority;

Evaluate the Director annually with input from Executive Council;

Develop an annual budget to be approved by the Finance & Executive Committee of FCFC and to be filed with the County Auditor and County Council;

File an annual financial report with the Auditor of State's Office sixty days after yearend;

Make available for public inspection the annual financial report through notification published in the local newspaper;

Submit quarterly voucher listings to the county auditor;

On or before December 31, request an Audited Certificate of Estimated Resources from the Summit County Budget Commission;

Ensure that all expenditures are handled in accordance with policies, procedures, and activities prescribed by state departments in rules or interagency agreements that are applicable to the Council's functions;

Enter into agreements or administer contracts with public or private entities to fulfill specific Council business;

Sign all grant agreements along with the Chair of FCFC on behalf of FCFC;

Act in place of FCFC for purposes of invoicing and billing;

Pay invoices submitted by providers pursuant to grants awarded by FCFC contingent upon FCFC receiving funds from the Grantor and/or the State;

As determined by the Council, provide financial stipends, reimbursements, or both, to family representatives for expenses related to Council activity;

Receive by gift, grant, devise, or bequest any money, lands, or other property for the purposes for which the Council is established. The agent shall hold, apply, and dispose of the money, lands, or other property according to the terms of the gift, grant, devise, or bequest. Any interest or earnings shall be treated in the same manner and are subject to the same terms as the gift, grant, devise, or bequest from which it accrues.

SCHD will provide no less than quarterly financial reports, as well as, year end financial statements and Schedule of Expenditures of Federal Awards which are presented for an audit, to the Finance Committee & Executive Committee of FCFC and provide ledger back-up reports upon request:

- a. A ledger report reflecting actual receipts and disbursements with a breakdown of the receipts and disbursements per grant award; and,
- b. A comparison of budgeted amounts against actual amount spent.
- c. SCHD will request the County Auditor to maintain FCFC monies in a fund on account separate from all other monies which SCHD has custody.

Maintain supporting documentation for all SCHD financial activity conducted on behalf of the FCFC in accordance with Ohio records retention laws;

Make Supporting documentation available for yearly audit.

### **Section 3. Termination**

This Agreement may be suspended or terminated in whole or part by SCHD or FCFC upon thirty days' written notice.

### **Section 4. Modification**

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or its authorized representative of each party.



Council Director  
Family & Children Fund  
Tanya Black  
Summit County Combined General Health District  
1100 Graham Road Circle  
Stow, Ohio 44224-2992  
Phone: 330-926-5804 Fax: 330-923-1350

For SCHD: Gene Nixon  
Health Commissioner  
Summit County Combined General Health District  
1100 Graham Road Circle  
Stow, Ohio 44224-2992  
Phone: 330-926-5801 Fax: 330-923-7858

#### **Section 13. Equal Employment Opportunity:**

FCFC will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.


#### **Section 14. Record Access**

FCFC shall provide access to any books, documents, papers, and records which are directly pertinent to the Agreement for the purpose of making audits, examinations, excerpts and transcriptions. This access shall be given to any federal, state, or county agency; the Comptroller of the United States, or any of their duly authorized representatives. FCFC shall maintain all required records for three (3) years after SCHD, as fiscal agent for FCFC, makes final payments and all other pending matters are closed.

IN WITNESS WHEREOF the parties have executed this Agreement on the day and year written below.



Linda Fulkner  
Connell Chair  
Catholic Social Services and CYO



Witness

8/7/14  
Date



Gene Nixon  
Health Commissioner  
Summit County Combined General Health District  
FCPC Administrative Agent



Witness

Date



Tonya Block  
Director, FCPC



Witness

7/15/14  
Date

Tax ID # 34-6002767

APPROVED AS TO FORM AND LEGAL CONTENT



Lately A. Walling, Assistant Prosecuting Attorney  
Summit County, Ohio

Prosecutor Opinion No. N/A

Date: 7/8/14



## BUSINESS ASSOCIATE AGREEMENT (ATTACHMENT A.)

This Business Associate Agreement is entered into as of 7/1/14 (Effective Date) by and between Summit County Combined General Health District (Covered Entity) and Summit County Family and Children's Center (Business Associate) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (HIPAA).

### RECITALS

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules;

Now, Therefore, the parties hereby agree as follows:

### SECTION I - DEFINITIONS

- 1.1 "Breach" is defined as any unauthorized acquisition, access, use or disclosure of PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
- 1.1.1 Unintentional release by a Covered Entity or Business Associate in good faith and within an employee's course and scope of employment;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate workforce members (workforce member means employee, volunteer, trainee, etc. whether paid or unpaid); and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 "Business Associate" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 "Covered Entity" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

- 1.4 "Data Aggregation" shall have the meaning given to such term under the HIPAA Rules, including but not limited to, 45 CFR §164.501.
- 1.5 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.6 "Effective Date" shall be the Effective Date of this amended and restated Agreement.
- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.8 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.10 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(c).
- 1.11 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501, 45 CFR §160.103 and §164.501).
- 1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- 1.14 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.16 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.504.
- 1.17 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR §164.502).

## **SECTION II - OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.508(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the individual or the individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosure of PHI and information related to such disclosure as would be required for the Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;

- 2.10 To provide to the Covered Entity or an individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agree to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any security incident of which it becomes aware;
- 2.12 To ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designers have access to electronic PHI;
- 2.13 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.14 Implement administrative safeguards in accordance with 45 CFR §164.308, physical safeguards in accordance with 45 CFR §164.310, technical safeguards in accordance with 45 CFR §164.312; and policies and procedures in accordance with 45 CFR §164.316;
- 2.15 To notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 60 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 CFR 164.404(e); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

#### **SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- Use for management and administration. Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - Disclose for management and administration. Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### SECTION IV - NOTICE OF PRIVACY PRACTICES

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.526, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### SECTION V - BREACH NOTIFICATION REQUIREMENTS

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412:
- Without unreasonable delay and in no case later than 60 days after discovery of a Breach.
  - By notice in plain language including and to the extent possible:
    - A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of

birth, home address, student number, diagnosis, disability code, or other types of information were involved);

- 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4) A brief description of what the Covered Entity involved is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and
  - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- x. Use a method of notification that meets the requirements of 45 CFR §164.404(d).
4. Provide notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

#### **SECTION VI – TERM AND TERMINATION**

6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

### **4.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(f), upon termination of this Business Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

## **SECTION VII - GENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy personal information about individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 7.4 **Survival.** The respective rights and obligations of Business Associate under Section Two of this Business Associate Agreement shall survive the termination of this Agreement.
- 7.5 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

In Witness Whereof, the Parties hereto have duly executed this Agreement as of the Effective Date as specified hereabove.

Covered Entity

Business Associate

By: [Signature]

By: [Signature]

Printed Name: Gabe Niska, R.S., M.P.A.

Printed Name: Tanya Bionik

Title: Health Commissioner, SCPH

Title: Director, Summit Family and Children Inst. Support

Date: 7/9/14

Date: 7/15/14

APPROVED AS FURNISH AND LEGAL COUNSEL

[Signature]  
J. Peter A. Waller, Assistant Prosecuting Attorney  
Summit County, Ohio

Prosecutor's Opinion No. 14/1

Date: 7/8/14



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

	11/30/2015				11/31/2014			
	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	\$ 50,383,353	\$ 136,647	0.3%	\$ 50,896,620	\$ 50,246,690	\$ 649,930	1.3%
PERSONAL PROPERTY REIMB	533,981	266,990	266,991	50.0%	533,981	266,990	266,991	50.0%
REIMBURSEMENTS	16,395,286	12,142,297	4,252,989	25.9%	15,250,321	15,253,729	(3,408)	0.0%
GRANTS	1,188,382	418,019	770,363	64.8%	1,080,000	333,934	746,066	69.1%
CONTRACT SERVICES	309,618	226,492	83,126	26.8%	325,000	358,586	(33,586)	-10.3%
REFUNDS	-	-	-	0.0%	-	26,712	(26,712)	0.0%
OTHER RECEIPTS	124,500	126,535	(2,035)	-1.6%	350,000	360,540	(10,540)	-3.0%
SALES	-	-	-	0.0%	-	2	(2)	0.0%
<b>TOTAL REVENUE</b>	<b>\$ 69,071,767</b>	<b>\$ 63,563,686</b>	<b>\$ 5,508,081</b>	<b>8.0%</b>	<b>\$ 68,435,922</b>	<b>\$ 66,847,183</b>	<b>\$ 1,588,739</b>	<b>2.3%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 24,512,500	\$ 20,326,185	\$ 4,186,315	17.1%	\$ 25,251,980	\$ 21,507,042	\$ 3,744,938	14.8%
ERIP COSTS	-	77,623	(77,623)	0.0%	5,143,037	2,625,716	2,517,321	48.9%
EMPLOYEE BENEFITS	11,111,902	9,208,685	1,903,217	17.1%	11,280,271	9,297,886	1,982,385	17.6%
SUPPLIES	1,502,985	1,068,979	434,006	28.9%	1,492,195	1,067,771	424,424	28.4%
TRAVEL AND TRAINING	390,963	284,085	106,878	27.3%	408,820	325,095	83,725	20.5%
CONTRACT SERVICES	13,070,585	9,104,127	3,966,458	30.3% <b>2</b>	11,589,499	10,766,109	823,390	7.1%
MEDICAID COSTS	23,865,000	24,341,370	(476,370)	-2.0% <b>3</b>	21,960,000	22,111,627	(151,627)	-0.7%
UTILITIES	701,150	610,411	90,739	12.9%	809,000	673,934	135,066	16.7%
RENTALS	631,022	630,485	537	0.1%	760,740	765,164	(4,424)	-0.6%
ADVERTISING	130,000	123,738	6,262	4.8%	135,000	115,819	19,181	14.2%
OTHER EXPENSES	377,806	339,455	38,351	10.2% <b>4</b>	409,630	364,174	45,456	11.1%
EQUIPMENT	449,000	504,199	(55,199)	-12.3%	647,200	239,668	407,532	63.0%
REAL PROPERTY IMPROVEMENT	200,000	294,087	(94,087)	-47.0%	500,000	260,995	239,005	47.8%
<b>TOTAL EXPENDITURES</b>	<b>\$ 76,942,913</b>	<b>\$ 66,913,429</b>	<b>\$ 10,029,484</b>	<b>13.0%</b>	<b>\$ 80,387,372</b>	<b>\$ 70,121,000</b>	<b>\$ 10,266,372</b>	<b>12.8%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (7,871,146)</b>	<b>\$ (3,349,743)</b>			<b>\$ (11,951,450)</b>	<b>\$ (3,273,817)</b>		
<b>BEGINNING FUND BALANCE</b>	<b>\$ 62,008,630</b>	<b>\$ 62,008,630</b>						
PLUS: REVENUE	69,071,767	63,563,686						
LESS: EXPENDITURES	(76,942,913)	(66,913,429)						
<b>ENDING FUND BALANCE</b>	<b>\$ 54,137,484</b>	<b>\$ 58,658,887</b>						

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

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

**An evenly distributed budget remaining for a one month period** **8.3%**

**Current Month**

<u><b>Revenue:</b></u>		
<b>1</b>	Grants:	
<u><b>Expenditures:</b></u>		
<b>2</b>	Contract Services:	
	Lower than expected activity with the Bridges to Transition program	
	Annual subscription and/or maintenance fees for the following software applications:	
	Relias Learning, web based employee training software	\$ 30,000
	Kronos timekeeping system	36,700
	Large server that hosts 30 virtual servers	20,000
	Electronic document management	26,400
		<u>113,100</u>
<b>3</b>	Medicaid Costs:	302,000
<b>4</b>	Other Expenses:	32,600

**Prior Months**

<u><b>Revenue:</b></u>		
Personal Property Reimb:	1st Half and final reimbursement	\$ 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 in the form of additional allocation which is a direct credit against waiver match cost.

Behind budget due to a timing difference with an expected 2010 Cost Report settlement of approximately \$2m, and the DODD change in TCM reimbursement methodology.

<u><b>Expenditures:</b></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
Equipment:	Purchase of five (5) new busses for the Transportation Department	301,000

Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$423,000 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.

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 \$86,000 was used out of the 2015 budget.

**Real Property Improvements:**

MINUTES—combined work session and regular meeting  
Tuesday, November 17, 2015

## Summit County Board of Developmental Disabilities

### **MINUTES - ~~draft~~**

Tuesday, November 17, 2015  
5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Board of Developmental Disabilities was held on Tuesday, November 17, 2015 at Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:04 p.m.

#### BOARD MEMBERS PRESENT

Randy Briggs, President  
Joe Siegferth, Vice President  
Denise Ricks, Secretary  
Dave Dohnal  
Meghan Wilkinson  
Jennifer Dwyer

#### BOARD MEMBER EXCUSED

Tom Quade

#### ALSO PRESENT

John J. Trunk, Superintendent  
Tom Jacobs, Director of Operations/SHDC  
Mira Pozna, Director of Fiscal  
Lynn Sargi, Director of HR  
Holly Brugh, Director of SSA and Children's Services  
Maggi Albright, Recording Secretary

Joe Eck, Director of Labor Relations & Risk Management  
Russ DuPlain, Director of IT & Records  
Billie Jo David, Director of Communications, Quality & MUI  
Drew Williams, Director of Community Supports & Development and others

### I. HATTIE LARLHAM DISCOVERY CONTRACT

In January 2015, as part of the Employment First Initiative, Summit DD contracted with seven community providers to do Discovery. Discovery is a one-on-one assessment over the course of many weeks to determine the interests and desires of an individual. At the end of the assessment, the provider produces a Positive Personal Profile which details all of the collected information along with recommendations for service options. As part of the contract, providers were trained by Summit DD and were required to follow Summit DD's best practice model for conducting Discovery. Upon completion and review of the Discovery process, providers receive \$600 from Summit DD. It was anticipated that each provider would complete 28 Discovery profiles. Throughout the year, several providers were not able to commit to completing the Discovery process, mostly due to the provider's inability to dedicate staff to conduct assessments. In addition, there were higher than anticipated referrals for Discovery. Hattie Larlham began to accept the overflow of referrals and they have been able to keep up with referrals and produce high quality profiles.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

### **I. HATTIE LARLHAM DISCOVERY CONTRACT *(continued)***

The request is to increase the current contract with Hattie Larlham for the period October 1, 2015 through December 31, 2015 in the amount of \$44,914, for the total contract amount not to exceed \$61,914. The original contract was in the amount of \$17,000 for the completion of 28 profiles. The new contract would allow for 75 additional profiles. Many of the assessments will be completed for individuals attending the Akron Center. Funds to increase this contract would come from unused funds from the other Discovery providers who were not able to complete the process. The contract increase has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **II. HATTIE LARLHAM NURSING CONTRACT**

The request is to approve a contract with Hattie Larlham for nursing services for the period January 1, 2016 through December 31, 2016 in an amount not to exceed \$389,685. The contract would cover adults who attend Summit DD facilities and children in community child care settings. Nursing services are required for both children and adults who need g-tube feeding, aerosol treatments, medication administration and other medical treatments. The current number of staff specified in this contract will be reduced with the closing of Akron Center and the training of direct care staff to perform delegated nursing duties. With the transition of all children out into community child care centers, one RN will be available to provide consultative support to child care center staff. Support would fade as child care centers become more comfortable with providing the care. The contract amount would be reduced by approximately \$105,000 over last year; \$60,000 in the Adult Services portion of the contract and \$45,000 in the Children's Services portion of the contract. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **III. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT**

Summit DD has partnered with Oriana House since October 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges in lieu of awaiting trial/disposition in the Summit County Jail. The request is to renew a contract with Oriana House for the Alternative Environment Program (AEP) for the period January 1, 2016 through December 31, 2016 in an amount not to exceed \$181,479.20. There would be \$100,000 dispersed up front and then funds are distributed based upon usage. The new contract represents the same rates as the current contract. The contract would ensure the availability of four beds (3 male and 1 female) for eligible individuals in a restrictive, structured residential environment while maintaining continuity of care through programming and treatment services based on the ISP.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

### **III. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM CONTRACT**

Services while in the AEP may include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene and nutrition. Summit DD has used 261 bed days through September 28, 2015 (11 males and zero females). Mr. Briggs asked about the liaison with the courts. Mrs. Brugh replied that Barb Cooper, SSA Manager, coordinates cases with the courts and makes referrals for this program. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **IV. WEAVER INDUSTRIES ADULT SERVICES CONTRACT**

The request is to renew a contract with Weaver Industries for contract procurement, payroll functions, management of benefits, workers compensation and fringe benefits for persons served for the period January 1, 2016 through December 31, 2016 in an amount not to exceed \$503,753. This represents a \$110,753 decrease over the current contract due to reduction in the Workshop Aide Program, reduction in procurement of contract work, elimination of the incentive/disincentive that had been built into previous contracts and the reduction of payroll support needed due to enrollment and the transition out of the Akron Center. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **V. PRIMARY SOLUTIONS (GATEKEEPER) CONTRACT**

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking information on individuals served and to manage billing activities. Annual license cost for Gatekeeper will be \$49,753, which is a 2% increase over 2015. Summit DD uses OhiDD.com, provided by Primary Solutions, for tracking billing and utilization of services. The annual license costs for OhioDD.com will be \$7,828, which is a 3% increase over 2015. Summit DD has also budgeted \$10,000 for customized work and specialized technical support in 2016 beyond what is included in the licensing agreements. The request is to enter into a contract with Primary Solutions in 2016 in an amount not to exceed \$67,581. Mr. Briggs asked how many years Summit DD has worked with Primary Solutions. Mr. DuPlain replied the relationship has been ongoing for approximately ten years. He noted that Primary Solutions serves about 90% of the DD Boards in the State of Ohio. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Committee.



MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **WORK SESSION (continued)**

### **VI. COMDOC CONTRACT**

Summit DD has been working with ComDoc, a local company in Uniontown that specializes in customized consulting solution for document management systems, since 2014. In 2015 processes were implemented in several departments to streamline operations. The request is to enter into a contract with ComDoc in 2016 to continue the scope of this work. The total contract amount is not to exceed \$175,000. Mr. Briggs asked if ComDoc maintains a retention policy. Mr. DuPlain replied that they do and noted that Summit DD can also set the parameters of the retention schedule, including alerts to staff prior to items being automatically deleted. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities Committee.

### **VII. NORTH EAST OHIO NETWORK (NEON) CONTRACT**

North East Ohio Network (NEON) is a Council of Governments (COG) established under the authority of the Ohio Revised Code. The primary purpose of NEON is to coordinate the duties of members to better benefit and serve individuals with developmental disabilities. Summit DD contracts with NEON to administer the TDD Waiver and to conduct reviews on its behalf for QARN and provider compliance reviews, services that are required by the Ohio Administrative Code. The request is to enter into a contract with NEON for the period January 1, 2016 through December 31, 2016 in an amount not to exceed \$464,996. The 2016 contract amount would be \$350,996 for TDD Waiver Administration, \$60,000 for QARN reviews, \$50,000 for provider compliance reviews and \$4,000 for annual NEON dues. Mr. Trunk mentioned that he is a NEON Board Member. Mr. Briggs asked how this contract compares to the 2015 contract. Mr. Trunk replied there has been no cost increase. Funds are available in the budget and the contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **VIII. 2016 SUMMIT DD ACTION PLAN**

The 2016 Action Plan provides the framework for how Summit DD will accomplish its Mission and achieve its Vision. For each goal identified in the Long Range Plan, the Action Plan highlights the measures and the action items in the coming year to accomplish the long-range goals. Some of the highlights of the 2016 Plan are:

- Increase connections with local governments, community leaders and civic organizations to become a primary resource for disability issues
- Provide more creative resources and tools for SSAs and teams to offer creative solutions and increase person centered planning
- Provide parent networks and coaching for individuals and families to become greater advocates
- Pilot a new transition framework for school to work
- Promote an array of residential support options

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **WORK SESSION (continued)**

### **VIII. 2016 SUMMIT DD ACTION PLAN (continued)**

- Create a best practice inclusive day program model
- Expand child care and early intervention supports by increasing the age of individuals supported in those programs
- Implement the conflict free case management by building provider capacity, expanding service monitoring, developing new integrated models, phasing out Akron Center and not accepting any new referrals
- Develop a business plan to remain sustainable through the next levy period
- Develop a variety of approaches to educate and support employees impacted by the transition

A public forum was held on November 11<sup>th</sup>. Feedback will be incorporated into the Action Plan. The 2016 Summit DD Action Plan has been recommended for approval by the November HR/LR, Finance & Facilities and Services & Supports Committees.

### **IX. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) DEVELOPMENT FUND**

In 2012, with the support of the Summit DD Board, Summit Housing Development Corporation (SHDC) created a development fund to cultivate new homes and pay off existing mortgages with the dollars SHDC pays Summit DD to reimburse for the use of Board employees. SHDC is requesting to continue this fund in the amount of \$337,470 for future development of homes and to continue to pay off existing mortgages. This reimbursement would cover the period July 1, 2014 through June 30, 2016. SHDC currently serves approximately 279 individuals and owns 91 homes, with debt on 17 homes, in the amount of \$2,000,000. SHDC recently purchased eight homes from Ardmore Foundation in the amount of \$1,400,000 and has developed four additional homes in the amount of \$620,000. SHDC is also working with the State to develop two additional homes. In 2015, SHDC reduced debt by \$88,000 year-to-date. In 2014 SHDC re-examined the rent template and the SHDC Board approved a 5% reduction in rent to all tenants, which equates to \$76,800 annually. This is the second time in ten years that SHDC has lowered rent. The rent template will continue to be re-examined in the future as more debt is paid down. Mr. Briggs asked about the occupancy rate. Mr. Jacobs replied it is approximately 92%. The October Finance & Facilities Committee recommends approval.

### **X. SENIOR INDEPENDENCE CONTRACT**

Senior Independence operates a day program in Akron for local senior citizens. There are currently five individuals and a staff member from the Akron Center that attend the day program as part of the effort to integrate individuals into the community. Staff at Senior Independence recognized that these five individuals from Summit DD are able to independently enjoy activities and build relationships with others attending so they indicated they would be willing to serve these individuals independently and that Summit DD staff are no longer necessary.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **WORK SESSION (continued)**

### **X. SENIOR INDEPENDENCE CONTRACT (continued)**

Senior Independence has participated in all required trainings necessary to become a provider and are currently working to become eligible to bill the waiver. Until such time, Summit DD agreed to bill the waiver on behalf of Senior Independence for the next year at the current waiver rate. The request is to enter into a one-year contract with Senior Independence for the period January 1, 2016 through December 31, 2016 for the total contract amount not to exceed \$89,700. The total number of individuals served under this contract will be five, for up to six hours per day, five days per week. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and November Services & Supports Committees.

### **XI. NEW POLICY 2020 – EMPLOYEE/PERSON SERVED RELATIONSHIPS**

Summit DD does not currently have a policy that identifies appropriate or prohibited relationships between employees and individuals served beyond what is defined as a Major Unusual Incident (MUI). While there have not been any known incidents of inappropriate relationships, the proposed new policy would clarify acceptable and unacceptable relationships. Mr. Trunk noted that per the Board's request, clarifying language has been added. Mr. Briggs thanked staff for the revisions to the policy and noted the clarification helps to avoid confusion.

### **XII. REVISED POLICY 2027 - WORKPLACE BULLYING, NON-DISCRIMINATION AND HARASSMENT**

Summit DD's current policy addresses the legal areas of non-discrimination and harassment, however, workplace bullying was not part of the policy. The request is to revise Policy 2027 to expand the scope to include workplace bullying. Federal and state discrimination laws prohibit bullying or otherwise harassing an employee because of the individual's race, gender, disability, age, religion or other characteristics protected by federal or state law. Legislation is pending in several states and generally seeks to prohibit workplace bullying even in the absence of a protected characteristic. Even if no federal or state laws relative to workplace bullying are passed, Summit DD would like to proactively address workplace bullying to ensure employees feel safe and know this type of conduct is prohibited. Mr. Briggs asked about the social media policy. Mr. Trunk commented that the Board does have a policy around the use of social media that speaks to work hours and non-work hours. Revised Policy 2027 has been recommended for approval by the October HR/LR Committee.



MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

### **XIII. DISCONTINUATION OF DOMESTIC PARTNER HEALTH AND WELFARE BENEFITS**

Effective January 1, 2014, Summit DD began to provide medical and dental benefits to same sex and opposite sex domestic partners to create total compensation equity and fairness among its employees and to be consistent with the Agency's commitment to diversity and inclusiveness. On June 26, 2015, a U.S. Supreme Court decision resulted in legally recognizing same sex marriages. This decision is causing some employers to review domestic partner benefits since now all couples can legally marry. Some employers are electing to continue domestic partner benefits to recognize that there are all types of families and to attract and retain quality employees. Some employers are electing to discontinue domestic partner benefits due to cost issues, administrative complexities and because benefits were prohibited in the past to couples who were not legally married. Summit DD currently has five couples and their dependents taking advantage of domestic partner benefits at a total annual cost of over \$70,000 (the difference in the single employer contribution versus the family employer contribution) and there are four couples enrolled so far for 2016 benefits. With the average Summit DD cost (Medicaid match) of an IO Waiver at around \$26,000, the cost of providing domestic partner benefits equates to approximately three IO Waivers. If a change in domestic partner benefits were to be approved by the Board, the change would become effective January 1, 2017 to allow the employees ample time to make alternative arrangements. Mr. Briggs commented that if the Board were to eliminate health care coverage for these staff then it needs to revisit the Agency's Mission relative to Diversity that reads *"Our organization is enriched by the diversity of people who both receive and provide services. We strive for equality and inclusion by building knowledge and awareness. We understand and respect the unique values, customs, languages, abilities and traditions of a diverse clientele, workforce and provider community...."* Mr. Briggs stated that if the Board is not going to recognize these staffs' domestic partners as families, then the Board needs to revise its Mission. Mrs. Wilkinson commented that she has gone back and forth considering this topic and in her three years on the Board, this is the most difficult decision since it affects people either way it is decided. She noted that she does not feel a decision either way is a comment on the definition of a family. She added that if the discontinuation of domestic partner benefits is about equal to three IO Waiver slots, then as a mother of children who receive services, if her children were number one and number two on the waiver waiting list and they could not receive services because the Board made the decision to continue domestic partner benefits instead, she would be very upset. She continued that when the Board voted to approve domestic partner benefits the law did not recognize same sex marriages. She added that as adults, sometimes people have to make difficult choices and at the end of the day the Board's role is to put the services and supports of individuals with developmental disabilities first. She expressed that she appreciates Mr. Briggs' viewpoint but that she does not believe the Board's Mission would need to be changed regardless of the decision on this topic.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

### **XIII. DISCONTINUATION OF DOMESTIC PARTNER HEALTH AND WELFARE BENEFITS** *(continued)*

Dr. Dwyer asked if the \$70,000 comparison to three IO Waivers is an example or if domestic partner benefits are discontinued, would the dollars actually be utilized for three additional waivers. Mr. Trunk replied this comparison was used as an example, that there is no way to determine if there is a savings in the benefits line item that those dollars would go directly to purchase three additional waivers. Dr. Dwyer stated that from a philosophical standpoint, it would be difficult to vote to remove healthcare benefits from anyone since she believes in universal health care. Mr. Dohnal added that he has given this issue much thought and it is the job of staff to identify ways to save money and re-deploy dollars to other areas of need, however, he is not comfortable making a decision to remove benefits. Mr. Trunk thanked the Board for their feedback.

### **XIV. OCTOBER FINANCIAL STATEMENTS**

October financial statements reflect deficit spending of \$153,920 for the month with an ending fund balance of \$61,854,710. October revenue reflects second half Homestead and Rollback tax settlement of \$3,024,000, which is less than expected, quarterly state subsidy of \$684,000 and quarterly Medicaid Administrative Claiming (MAC) reimbursement of \$344,000. October expenditures included quarterly waiver match in the amount of \$5,633,000 and MAC fees in the amount of \$17,200. The October Financial Statements have been recommended for approval by the November Finance & Facilities Committee.

The work session adjourned at 5:41 p.m.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Board of Developmental Disabilities convened at 5:41 p.m.

### **I. PUBLIC COMMENT**

Leslie Frank, a parent and Summit DD staff, commented that the All Agency In-service on October 26<sup>th</sup> went very well and staff seemed to enjoy themselves. She mentioned she has heard good feedback about the Q & A session with ELT members and she really enjoyed the keynote speaker, Amy Roloff.

Ms. Frank asked for an update on the sale of the Bath Center. Mr. Jacobs replied that he is moving forward with cautious optimism. There is a potential buyer and it is his understanding that a purchase agreement is being drafted although one has not been presented at this time.

Ms. Frank thanked the Board for extending the Superintendent's employment contract by an additional year. She stated she and other staff really appreciate his open communication and that he still continues to visit all the work centers regularly.

### **II. APPROVAL OF MINUTES**

#### **A. OCTOBER 22, 2015 (combined work session and regular meeting)**

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

#### **No. 15-11-01**

Mrs. Wilkinson moved that the Board approve the minutes of the October 22, 2015 combined work session and regular meeting, as presented in attachment #15. The motion, seconded by Mrs. Ricks, was unanimously approved.

### **III. BOARD ACTION ITEMS**

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

#### **1. SUMMIT HOUSING DEVELOPMENT CORPORATION DEVELOPMENT FUND**

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

#### **No. 15-11-02**

Mr. Siegferth moved that the Board authorizes Summit Housing Development Corporation to apply reimbursement of employees' salaries toward future development and toward paying off existing mortgages, in an amount not to exceed Three Hundred Thirty Seven Thousand Four Hundred Seventy Dollars (\$337,470), for the period July 1, 2014 through June 30, 2016, as presented in attachment #9. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **BOARD MEETING (continued)**

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

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

##### **2. OCTOBER FINANCIAL STATEMENTS**

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

###### **No. 15-11-03**

Mrs. Ricks moved that the Board approve the October Financial Statements, as presented in attachment #14. The motion, seconded by Mr. Siegferth, was unanimously approved.

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

##### **1. SENIOR INDEPENDENCE CONTRACT**

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

###### **No. 15-11-04**

Dr. Dwyer moved that the Board approve a contract with Senior Independence for the period January 1, 2016 through December 31, 2016, in an amount not to exceed Eighty Nine Thousand Seven Hundred Dollars (\$89,700), as presented in attachment #10, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Ricks, was unanimously approved.

#### **C. HR/LR COMMITTEE**

##### **1. NEW POLICY 2020 – EMPLOYEE/PERSON SERVED RELATIONSHIPS**

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

###### **No. 15-11-05**

Mrs. Wilkinson moved that the Board approve new Policy 2020 – Employee/Person Served Relationships, as presented in attachment #11. The motion, seconded by Dr. Dwyer, was unanimously approved.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **BOARD MEETING (continued)**

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

#### **C. HR/LR COMMITTEE (continued)**

2. REVISED POLICY 2027 – WORKPLACE BULLYING, NON-DISCRIMINATION AND HARASSMENT

#### **R E S O L U T I O N** **No. 15-11-06**

Mr. Siegferth moved that the Board approve revised Policy 2027 – Workplace Bullying, Non-Discrimination and Harassment, as presented in attachment #12. The motion, seconded by Mrs. Ricks, was unanimously approved.

3. DISCONTINUATION OF DOMESTIC PARTNER HEALTH AND WELFARE BENEFITS

#### **R E S O L U T I O N** **No. 15-11-07**

Mrs. Ricks moved that the Board approve the discontinuation of health and welfare benefits to same sex and opposite sex domestic partners and their dependents effective January 1, 2017, as presented in attachment #13. The motion was seconded by Mrs. Wilkinson.

Roll call: Wilkinson–yes, Siegferth–no, Briggs–no, Ricks–no, Dwyer–no, and Dohnal–no.

**The motion failed.**

### **IV. SUPERINTENDENT’S REPORT**

#### **A. THIRD QUARTER OPERATING PLAN DASHBOARD**

The Dashboard reports on the status of the 2015 Operating Plan. During the third quarter, 12 of 23 measures have met or exceeded goals, 7 of 23 measures are within 5% of goal and 2 of 23 measures are below goal. Third quarter highlights include:

- 4,097 total individuals supported, which is slightly less than the third quarter of 2014.
- 89% of adults receive federal funds - Summit DD currently supports 1,135 IO Waivers and 629 Level 1 Waivers.
- Individuals and parents/guardians continue to have high satisfaction with Summit DD, with 77% of individuals and 84% of parents/guardians rating Summit DD with a 9 or 10 on a scale of 10.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

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

#### A. THIRD QUARTER OPERATING PLAN DASHBOARD *(continued)*

- Individuals continue to express high satisfaction with all services. Average satisfaction of individuals is 93% and average satisfaction of parents/guardians is 90%.
- More parents/guardians feel they have the information needed to create service plans, with 93% compared to 90% in 2014.

The two areas below goal this quarter are:

- On time staff performance evaluations – 79.5% of performance evaluations were completed on time, which is an average of 83.4% year-to-date. A new, automated performance review system was implemented for all reviews due in the fourth quarter of 2015 and the Agency is already experiencing improvements.
- Community Inclusion Index – individuals in Summit County access the community on average 18 times per month compared to the state average of 21.3 times per month. The index is a composite average of the number of times individuals went shopping, on errands, out for entertainment, out to eat, to religious services, or exercised. Results have increased since the first quarter 2015, which was an average of 13.9%.

Mr. Briggs noted that relative to the items that fell below goals, the projections are still higher than the numbers from last year.

#### B. THIRD QUARTER MUI REPORT

The third quarter MUI Report reflects that 97% of MUIs were reported to the Ohio Department of Developmental Disabilities (DODD) within 24 hours of discovery, which is 2% higher than the state benchmark for compliance, and 100% of MUIs were completed on time. Out of 527 cumulative cases referred for the year, 98 were opened by the Summit County Sheriff's office, which is approximately 19% of law enforcement referrals. There were 25 arrests year-to-date; 10 misdemeanors and 15 felony arrests. Eleven individuals were indicted in 2015 and there is still one open warrant. Mr. Trunk noted MUI staff have been recognized for their efforts and have been asked to participate on state-wide committees. Mr. Dohnal noted he was honored to represent Summit DD by participating on Attorney General DeWine's Abuser Task Force with the first meeting held today. He commented that Summit County is far ahead of the curve. Mr. Dohnal was able to share information about Summit County's alternative program with Oriana House and the contract with the Summit County Sheriff's office.

MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

## **BOARD MEETING (continued)**

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

#### **C. OACB ANNUAL CONFERENCE – DELEGATE ASSEMBLY**

The OACB Annual Conference will be held at the Hilton Columbus at Easton from December 2<sup>nd</sup>–4<sup>th</sup>. Several Board Members, the Superintendent and many Summit DD staff will be attending. There will be a Delegate Assembly on December 2<sup>nd</sup> and Summit DD needs to officially identify a delegate to represent Summit DD at the Assembly meeting along with an alternate. Mr. Trunk advised there will be one resolution at the Delegate Assembly around the issues of preserving county boards' role of the SSA function and a greater role in quality monitoring of providers. Mr. Briggs asked the Superintendent to serve as Summit DD's delegate and Mr. Dohnal to be the alternate. Both agreed.

#### **D. 2016 SUMMIT DD BOARD MEETING CALENDAR**

The proposed 2016 Summit DD Board Meeting calendar was included in packets. Mr. Trunk asked the Board Members to review the schedule and let him know of any potential conflicts.

#### **E. BOARD/EXECUTIVE LEADERSHIP TEAM (ELT) RETREAT**

Mr. Trunk advised he would like to have a planning retreat with the Board and the Executive Leadership Team (ELT) to talk about the transition plan. He stated the meeting should be approximately two hours and he is proposing Thursday, December 10<sup>th</sup> beginning at 3:30 p.m. All Board Members present tonight affirmed their availability. Mr. Trunk said he would contact Mr. Quade and that Mrs. Albright would send a confirming e-mail with additional details.

### **V. EXECUTIVE SESSION**

#### **RESOLUTION**

##### **No. 15-11-08**

Mrs. Ricks moved that the Board enter into Executive Session in compliance with the Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment of a public employee. Upon reconvening, the Board may or may not conduct additional business. The motion, seconded by Mr. Dohnal, was unanimously approved.

Roll call: Wilkinson-yes, Siegferth-yes, Briggs-yes, Ricks-yes, Dwyer-yes and Dohnal-yes.



MINUTES –combined work session and regular meeting  
Tuesday, November 17, 2015

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

The regular session of the Board Meeting adjourned at 6:17 p.m.

The Board entered Executive Session at 6:22 p.m.

The Board Meeting reconvened at 6:30 p.m.

### VI. ADDITIONAL ACTION ITEMS

#### A. EMPLOYMENT CONTRACT – HOLLY BRUGH

##### RESOLUTION No. 15-11-09

Mr. Briggs moved that the Board approve a contract of employment for Holly Brugh, Director of SSA and Children's Services, for the period January 3, 2016 through January 2, 2018. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

#### B. EMPLOYMENT CONTRACT – RUSSELL DUPLAIN

##### RESOLUTION No. 15-11-10

Mr. Briggs moved that the Board approve a contract of employment for Russell DuPlain, Director of Information Technology, for the period January 3, 2016 through January 2, 2018. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

#### C. EMPLOYMENT CONTRACT EXTENSION – PATRICIA CLARKE

##### RESOLUTION No. 15-11-11

Mr. Briggs moved that the Board approve an extension to Patricia Clarke's current employment contract dated January 12, 2015 through January 11, 2016, for a six-month period ending July 11, 2016. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:31 p.m.

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Denise Ricks, Secretary