

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

AGENDA

Tuesday, November 15, 2016
Administrative Board Room
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. 2017 SUMMIT DD ACTION PLAN
- II. OHIO LIVING HOME HEALTH & HOSPICE ADULT DAY SERVICES CONTRACT
- III. SARAH DAY CENTERS CONTRACT
- IV. WEAVER INDUSTRIES CONTRACT
- V. SUCCESS4KIDZ CONTRACT
- VI. DEPARTMENT OF JOB & FAMILY SERVICES (DJFS) ONSITE ASSISTANCE CONTRACT
- VII. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL/SUMMIT COUNTY CLUSTER FOR YOUTH FUNDING AGREEMENT
- VIII. NORTHEAST OHIO NETWORK CONTRACT
- IX. COMDOC CONTRACTS
- X. PRIMARY SOLUTIONS CONTRACTS
- XI. SUMMIT HOUSING DEVELOPMENT CORPORATION (SHDC) AGREEMENT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- XII. ARAKYTA CONTRACT
- XIII. HATTIE LARLHAM COMMUNITY SERVICES NURSING CONTRACT
- XIV. SUMMIT COUNTY SHERIFF CONTRACT
- XV. NEW POLICY 4046 – FAMILY ENGAGEMENT PROGRAM

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- XVI. OCTOBER 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. OCTOBER 27, 2016 (Combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. ARAKYTA CONTRACT
 - 2. HATTIE LARLHAM COMMUNITY SERVICES NURSING CONTRACT
 - 3. SUMMIT COUNTY SHERIFF CONTRACT
 - 4. NEW POLICY 4046 – FAMILY ENGAGEMENT PROGRAM
 - 5. OCTOBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
 - A. 2017 SUMMIT DD BOARD MEETING SCHEDULE
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
2017 Action Plan	Identify goals and action items to achieve that align to the 2016 – 2018 Long Range Plan.	Board approve 2017 Action Plan	<p>The 2017 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>Enrollment growth is projecting continued 2% growth with 4,338 individuals served. We project to serve the following:</p> <ul style="list-style-type: none"> • 895 Early Intervention Support • 100 Community Childcare • 1,700 Adults Receiving Residential Services • 1,527 Facility-Based Adult Services • 370 Adults with Community Employment Services • 1,905 Adult with Transportation Services <p>Highlights of new 2017 action items include:</p> <ul style="list-style-type: none"> • Create Opportunities for Community Events to Include Citizens of All Abilities • Create a Parent Network • Increase Access to After School Activities • Expand Inter-Agency Collaborations to Support Youth in Crisis • Identify Best Practices to Increase Independent Living Skills • Develop Best Practice Guidelines for In-Person Ongoing Monitoring of Services • Ensure the Continuity of Local Levy Funding for the 2019 – 2024 Levy Cycle • Develop Short and Long-Range Plan for Summit DD Owned Facilities <p>The Public Open House will be held on December 8.</p> <p>Reviewed by the November HR/LR Committee. Recommended for approval by the November Finance & Facilities and Services & Supports Committees.</p>

Submitted By: Billie David

For: Superintendent / Assistant Superintendent

Date: 11/3/2016

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



summit **DD**
Developmental Disabilities Board

2017 DRAFT Action Plan

Our Strategic Planning Process

The 2016 - 2018 Long Range Plan establishes the mission, vision, and long range goals and objectives that guides Summit DD's budgeting and day to day operations. 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 action items 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

DRAFT

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.

2017 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
Community Pulse Survey to local governments	Baseline
School Survey	Baseline

2017 Action Items

Align Agency Policies and Procedures to Mission and Vision of Inclusive services

Build a Best Practice Models of an Inclusive Community

Engage Community Influencers in Ongoing Dialogue about Inclusion

Create Opportunities for Community Events to Include Citizens of All Abilities

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.

2017 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%

2017 Action Items

Align Service and Support Administration and Children's Services, Creating Seamless Transition Points

Integrate Person-Centered Outcomes into the Individual Service Plan

Create a Parent Network

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.

2017 Key Performance Indicators

Measure	Projection
# of families supported through early intervention	895
# of adults who receive residential support	1,700
# of individuals supported	4,338
# of individuals who receive facility based day services from all providers	1527
# of individuals who receive community employment services from all providers	370
# of individuals who receive transportation services from all providers	1,905

2017 Action Items

Services for Kids

Increase Access to After School Activities

Connect with School Age Families to Support Successful Transition to Adulthood

Expand Inter-Agency Collaborations to Support Youth in Crisis

Services for Adults

Identify Best Practices to Increase Independent Living Skills

Deploy Best Practice Standards for Services

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.

2017 Key Performance Indicators

Measure	Projection
Person served overall satisfaction	95%
Parent/guardian overall satisfaction	89%
Provider Satisfaction with Summit DD	75%
Rights and Respect Index	88%
Safety Index	88%

2017 Action Items

Align Provider Support Resources to Provide Technical Support to Providers

Develop Best Practice Guidelines for In-Person Ongoing Monitoring of Services

Align Major Unusual Incident Administrative Investigations with Trends and Patterns Reporting

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.

2017 Key Performance Indicators

Measure	Goal
Administrative costs as a % of total expenses	9.16%
Total reimbursement to providers for services provided (federal and local)	
Federal reimbursement to providers for services provides (federal only)	
% of adults who receive federal funds	86%
% 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%

2017 Action Items

Continue to Review and Communicate Our Journey Forward

Develop Resources to Address Budget Component of Person-Centered Plan

Ensure the Continuity of Local Levy Funding for the 2019 – 2024 Levy Cycle

Develop Short and Long-Range Plan for Summit DD Owned Facilities

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Contract with Ohio Living Home Health & Hospice Adult Day Services for integrated day program services for Senior Citizens.</p>	<ul style="list-style-type: none"> Expanding integrated service options for Senior Citizens 	<p>Recommend that the Board approve a one year contract with Ohio Living Home Health & Hospice Adult Day Services, Inc. for the period 1/1/17 to 12/31/17, for a total contract amount not to exceed \$55,000. Summit DD will bill an individual's waiver on behalf of Ohio Living Home Health & Hospice Adult Day Services and then reimburse Ohio Living Home Health & Hospice Adult Day Services for services provided.</p>	<p>Service Area: Community Supports and Development # of Individuals Currently Served: 2 Additional # of Individuals Served: Total Cost: \$55,000 to be reimbursed by billing the individual's waiver. Amount of Increase/Decrease: Decrease \$34,700 Satisfaction: Both individuals currently attending are satisfied with the service.</p> <hr/> <p>Ohio Living Home Health & Hospice Adult Day Services is a provider of senior services across Ohio and operates a Senior Center in Akron, OH. Starting in 2014, Summit DD developed a collaboration with Ohio Living Home Health & Hospice Adult Day Services which provided an opportunity for senior aged person served attending the Akron Center to engage with other local senior who were attending the center operated by Ohio Living Home Health & Hospice Adult Day Services. Initially, an Akron Center staff member would accompany the person served to this opportunity.</p> <p>After about a year, Ohio Living Home Health & Hospice Adult Day Services reached out to Summit DD and inquired about serving individuals without the assistance of Summit DD staff starting in 2016. As part of this partnership, Summit DD provided Ohio Living Home Health & Hospice Adult Day Services staff all the required trainings and support needed to be able to provide this service independently of Summit DD staff.</p> <p>Through this partnership, interested senior aged person served are able to attend Ohio Living Home Health & Hospice Adult Day Services full or part time, providing them the opportunity to build relationships with other local seniors. As of October 2016, Ohio Living Home Health & Hospice Adult Day Services is currently serving two person served. As part of this contract, Ohio Living Home Health & Hospice Adult Day Services bills Summit DD for services provided. Summit DD then bills the individual's waiver for reimbursement of services provided.</p>

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

Submitted By: _____ Drew Williams _____

Date: _____ 11/1/1 _____

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES
BOARD
AND
OHIO LIVING HOME HEALTH &
HOSPICE ADULT DAY 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 Senior Independence, with its principal office located at 1001 Kingsmill Parkway Columbus, OH 43229, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Ohio Living Home Health & Hospice Adult Day Services for Adult Day Support Services.

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

I. SUMMIT DD OBLIGATIONS

A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: 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 will provide, at no cost, training and support to Contractor on the general requirements of Contractor's responsibilities as outlined in Ohio Administrative Code Sections:

OAC 5213:2-9-17 Home and Community-Based Services Waivers (Attachment 1);
OAC 5123:2-9-19 Home and Community-Based Services Waivers General Requirements (Attachment 2); and
OAC 5123:2-17-02: Addressing Major Unusual Incidents and Unusual Incidents to Ensure Health, Welfare, and Continuous Quality Improvement (Attachment 3).

II. CONTRACTOR OBLIGATIONS

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

B. Contractor agrees to provide services in accordance with all applicable state and federal laws, including but not limited to those specifically identified in this Contract.

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

- J. 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.
- K. 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.
- L. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- M. 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.
- N. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- O. 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 FIFTY-FIVE THOUSAND DOLLARS AND 00/100 (\$55,000.00) and is limited to the Summit DD'S 2017 appropriation.
- B. Payments will be made monthly based on individual attendance records.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2017 to December 31, 2017.
- 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: Summit DD Board
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Ohio Living Home Health & Hospice Adult Day Services
Attention: Chief Executive Officer
1001 Kingsmill Parkway
Columbus, OH 43229

- 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:

**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*

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Contract with Sarah Day Centers Inc. for integrated day program services for Senior Citizens.</p>	<ul style="list-style-type: none"> • Expanding integrated service options for Senior Citizens 	<p>Recommend that the Board approve a seven month contract with Sarah Day Centers Inc. for the period 1/1/17 to 12/31/17, for a total contract amount not to exceed \$55,000. Summit DD will bill an individual's waiver on behalf of Sarah Day Centers Inc. and then reimburse Sarah Day Centers Inc. for services provided.</p>	<p>Service Area: Community Supports and Development # of Individuals Currently Served: 1 Additional # of Individuals Served: Total Cost: \$55,000 to be reimbursed by billing the individual's waiver. Amount of Increase/Decrease: Renewal Satisfaction: the person served and team report they are very satisfied with the services provided.</p> <hr style="border-top: 1px dashed black;"/> <p>Sarah Day Centers Inc. is a provider of senior services across Ohio. Currently they operate a senior center in Stow, Ohio. In 2016, Sarah Day Centers reached out to Summit DD inquiring about the possibility of serving senior aged person served. Summit DD assisted Sarah Day Centers in setting up a collaboration in which eligible senior aged person served could attend the Senior Center in Stow.</p> <p>This collaboration provides opportunities for interested senior aged individuals to interact and engage with other local seniors. The goal of this partnership is support person served in receiving integrated senior services and have the opportunity to build relationships with other local seniors.</p> <p>Through this contract, Summit DD reimburses Sarah Day Centers for services provided and then in turn bills the individual's waiver for reimbursement.</p> <p>In September, 2016 Sarah Day Centers started providing services to one individual.</p>

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

Submitted By: _____ Drew Williams _____

Date: _____ 11/1/16 _____

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
SARAH DAY CENTERS INC.**

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 Sarah Day Centers Inc. with its principal office located at 4565 Dressler Road, Canton, Ohio 44718, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Sarah Day Centers Inc. for **Adult Day Support Services**.

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

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: 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 will provide, at no cost, training and support to Contractor on the general requirements of Contractor's responsibilities as outlined in Ohio Administrative Code Sections:
 - OAC 5213:2-9-17 Home and Community-Based Services Waivers (Attachment 1);
 - OAC 5123:2-9-19 Home and Community-Based Services Waivers General Requirements (Attachment 2); and
 - OAC 5123:2-17-02: Addressing Major Unusual Incidents and Unusual Incidents to Ensure Health, Welfare, and Continuous Quality Improvement (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor agrees to provide services in accordance with all current applicable state and federal laws, including but not limited to those specifically identified in this Contract.

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

- J. 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.
- K. 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.
- L. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- M. 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.
- N. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- O. 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 to provide for reasonable notice (72 hours) for any request to see the books and records of the Contractor. This request is limited only to those records involving clients of Summit DD according to HIPPA regulations.
- 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 **FIFTY-FIVE THOUSAND AND 00/100 DOLLARS (\$55,000.00)** and is limited to the Summit DD'S **2017** appropriation.
- B. Payments will be made monthly based on individual attendance records.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from **January 1, 2017 to December 31, 2017**.
- B. This Contract may be mutually terminated by either party at any time for cause or without 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: Summit County Developmental Disabilities Board
Attention: John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Sarah Day Centers Inc.
Attn: CEO
4565 Dressler Road NW
Canton, Ohio 44718

- 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:

**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*

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Weaver Industries Contract for services at Summit DD Facilities</p>	<p>To contract for deliverables/outcomes relative to contract procurement, payroll functions, management of benefits, workers compensation and fringe benefits for persons served.</p>	<p>Recommend approval of contract with Weaver Industries, Inc. for the period 1/1/17 to 12/31/17, in an amount not to exceed \$368,250</p>	<p>Service Area: Adult Services-Center Based (Vocational Habilitation) # of Individuals Currently Served: 280 Additional # of Individuals Served: N/A Total Cost: \$368,250 Amount of Increase/Decrease: 2016 Decrease= \$110,753 2017 Decrease= \$135,503 Satisfaction: Continued satisfaction with this service</p> <hr/> <p>Persons Served Services The Day Program (Workshop) Aide program and Cafeteria Aide programs 2017 cost = \$48,250. This provides wages through June 30th 2017.</p> <p>Procurement of Contract Work This cost has been reduced by 30% based on a reduction in person served receiving Summit DD day program services. 2017 cost = \$31,452.40</p> <p>Sales Procurement, Payroll Preparation and Processing, and Production Support Reduced by 30% based on a reduction in person served receiving Summit DD day program services. 2017 cost = \$288,547.60</p> <p>Total cost of the one year contract with Weaver Industries is \$368,250. Total 2017 reduction is \$135,503.</p> <p>Funds are in the 2017 budget.</p> <p style="text-align: center;">Recommended for approval by the November Finance & Facilities and Services & Supports Committees</p>

Submitted By: Drew Williams

Date: November, 2016

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 520 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 Community Supports & Development 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 percent (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 percent (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 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 Contractors 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 or 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 **THREE HUNDRED AND SIXTY EIGHT THOUSAND TWO HUNDRED FIFTY DOLLARS and 00/100 (\$368,250.00)** and is limited to the Summit DD'S 2017 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, 2017 to December 31, 2017**.
- 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: Summit County Developmental Disabilities Board
ATTENTION: John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Weaver Industries
ATTENTION: Jeff Johnson, Executive Director
520 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*

EXHIBIT 1:

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

- Services provided at Barberton, Southern and Tallmadge
 - Minimum wage \$8.15/hr.
 - Built in ability to increase minimum wage and/or merit performance increase
 - **Billed monthly based on the actual number of hours worked.**
- Total: \$48,250.00**

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

- Includes operations and administration costs of providing work for 280 consumers in Board operated sites.
 - Billed in equal monthly amounts.
 - 280 Persons Served/239 days/.47 per day
- Total: \$31,452.40**

Sales Procurement, Payroll Preparation and Processing, and Production Support (Industrial Engineering) Services for 280 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: \$288,547.60

GRAND TOTAL \$ 368,250

County of Summit Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services.</p>	<p>Ensuring availability of consultative therapy services in our evidence-based early intervention model.</p>	<p>Recommend that the Board approve a one year contract with Success4Kidz Therapy for the period 1/1/17 to 12/31/17, for a total contract amount not to exceed \$451,100</p>	<p>Service Area: Children's Services # of Individuals Currently Served: 0-3 683, 3-5 323 CPI Total Cost: \$451,100 Amount of Increase: \$87,616 Satisfaction: Staff and parents have been very satisfied with the services provided by S4K.</p> <hr/> <p>Success 4 Kidz (S4K) has been providing consultative therapy services for the Board since 2007. Summit DD follows the evidence-based early intervention model recommended by the Ohio Department of Developmental Disabilities. This model provides consultative, in home services to families through a coaching approach. S4K agrees to follow this approach and support Summit DD's Early Intervention program in this manner by:</p> <ul style="list-style-type: none"> • Participating in evaluations to determine eligibility for Early Intervention service. • Meeting weekly as a team with HMG Service Coordinators and Developmental Specialists to ensure that families are supported by one primary service provider who is backed by a team of support professionals. • Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This allows the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT. Allowing again, for the best fit for each family. <p>In 2016 to date, S4K has averaged 165 visits per month, and have provided a total of 1,310 visits in the past 8 months. They anticipate that by the end of 2016, they will have made @1950 visits which is almost double what they made in 2014. In addition, S4K acts as the primary service provider for 24 families and the secondary service provider for 44 families.</p> <p>In addition, S4K provides consultative support to the Community Partnership for Inclusion (CPI) program by providing CPI staff with strategies to help promote inclusion in child care centers.</p> <p>In 2016, Summit DD expanded its Early Intervention program to serve children through age 5. Success 4 Kids is asking for an \$87,616 increase from 2016 to cover increased costs associated with this expansion and additional costs coming from supporting the</p>

Submitted By: Holly Brugh

Date: November 2016

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>CPI program.</p> <p>Costs are billed hourly at \$75 per hour or \$18.75 per unit of service. The current Medicaid rate is \$19.50 per unit.</p> <p>In keeping with the competitive bidding process, a letter of interest was sent to four local therapy agencies and two responses were received, however one was past the deadline. Success 4 Kidz was the only provider able to demonstrate the ability to follow the evidence-based early intervention model and keeping costs below the Medicaid rate.</p> <p>Funds are in the 2017 budget.</p> <p style="text-align: center;">Recommended for approval by the November Finance & Facilities and Services & Supports Committees</p>
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Submitted By: Holly Brugh

Date: November 2016

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



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Success 4 Kidz Therapy, LLC with its principal office located at 1089 Scenicrest St. NW, Uniontown, Ohio 44685, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

- 2) Contractor will participate in:
 - a. The evaluation of children to determine eligibility and gather needed information to establish outcomes that are most important to families.
 - b. Joint teaming that includes the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities.
 - c. enhancing other professionals abilities to incorporate OT and/or PT strategies into families daily routines
 - 3) Contractor will be available for individual and team consultation as well as joint home visits.
 - 4) Contractor will maintain competency in the use of a variety of evaluation and assessment tools including the Battelle and the AEPS.
 - 5) OTA and PTA will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law. See Exhibit 3
- C. The Contractor agrees to offer consultative support to the Community Partnerships for Inclusion Program and other projects which promote inclusion.
- D. 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.
- E. 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.
- F. 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.

- G. 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.
- H. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- I. 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.
- J. 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.
- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. 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.
- M. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- N. 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 FIFTY ONE THOUSAND AND ONE HUNDRED DOLLARS** (\$451,100.00) and is limited to the Summit DD'S 2017 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2017 through December 31, 2017.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Success 4 Kidz
ATTN: Denise Ramos, President
1089 Scenicrest St. NW
Uniontown, OH 44685

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

County of Summit Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>DJFS onsite assistance</p>	<p>Renewal of contract for DJFS staff to work at Summit DD locations.</p>	<p>Approval of DJFS onsite assistance contract effective January 1, 2017 to December 31, 2017. Contract amount not to exceed \$71,000.</p>	<p><i>Service Area:</i> SSA <i># of Individuals Currently Served:</i> All Medicaid Enrollees <i>Total Cost:</i> \$71,000 <i>Amount of Increase/Decrease:</i> \$1,000</p> <hr style="border-top: 1px dashed black;"/> <p>This contract collaboration is between the Summit DD and Summit County Department of Jobs & Family Services (DJFS).</p> <p>Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at 89 East Howe Rd., Tallmadge. The caseworker provides assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Persons served and families are able to work with the DJFS staff without going to the downtown Akron offices. Other Summit DD offices may be available for DJFS caseworkers as well.</p> <p>The advantage of this arrangement allows for one caseworker to address special issues and barriers that delay Medicaid enrollment.</p> <p>Reimbursement will be made to DJFS on a monthly basis in the amount of \$5,916.67, not to exceed \$71,000 annually.</p> <p>Funds are available in the 2017 budget.</p>

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

Submitted By: _____ Holly Brugh

Date: November 2016

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

**Summit County Department of Job and Family Services
1180 South Main Street, Suite 102
Akron, Ohio 44301**

ON-SITE CASE MANAGER AGREEMENT

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2017 – December 31, 2017

Amount: (Paid to DJFS \$71,000.00)

**AGREEMENT
BETWEEN**

**COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
(FY 2017)**

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 1180 South Main Street, Suite 102, Akron, OH 44301, and **Summit Developmental Disabilities Board**, having its principal place of business located at **89 East Howe Road, Tallmadge, Ohio 44278** (Provider).

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

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

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

1. Provider will engage the services of one (1) FTE CSDJFS Case Manager. **This Agreement shall be in effect for one (1) year commencing on January 1, 2017 and ending on December 31, 2017.** CSDJFS and Provider shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.
2. **Provider's worksites located at 89 East Howe Road, Tallmadge, Ohio 44278 and 636 West Exchange Street, Akron, Ohio 44302 will utilize one (1) FTE Case Manger 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 time 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. Case Manager 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-One Thousand Dollars and 00/100 (\$71,000.00).** 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

19. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.

20. Waiver. If Provider fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.

21. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.

22. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.

23. Insurance. Provider will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.

24. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

25. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Provider is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS

further expressly represents that its Case Managers assigned to Provider have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Provider, it will notify Provider immediately.”

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

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES
BOARD

By: _____

Its: _____
Title Date

Approved as to form:

DEPARTMENT OF JOB AND FAMILY
SERVICES

Anita L. Davis Date
CSDJFS Legal Counsel

Patricia L. Divoky Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
EXECUTIVE

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Summit County Family and Children First Council/Summit County Cluster for Youth Funding Agreement</p>	<p>Summit DD continues to contribute funds to the shared pool agreement that provides services to youth.</p>	<p>Summit DD to continue participation in shared pool agreement for amount of \$110,700 for the time period of January 1, 2017 through December 31, 2017.</p>	<p>Service Area: SSA Total Cost: \$110,700.00.</p> <p>----- <u>January 1, 2016 through October 1, 2016:</u></p> <ul style="list-style-type: none"> • 36 children served - of whom 4 were children with a disability • 60 children referred- of whom 12 were children with a disability. <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> <p>Summit DD contributes \$110,700 to this shared pool; disbursement is through a one time payment of \$110,700.00.</p> <p>Shared pool contributions vary by agencies, and have seen a slight increase in the last two years. Other participating agencies include:</p> <ul style="list-style-type: none"> • Children's Services Board (\$171,245) • Juvenile Court (\$131,084) • ADM Board (\$145,431)

Submitted By: Holly Brugh

Date: November 2016

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

TOPIC SUMMARY REPORT

		<p>Summit DD share of contract reflects the increased costs of placement 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 2017 budget.</p> <p>Recommended for approval by the November Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Holly Brugh

Date: November 2016

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

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>2017 services provided by North East Ohio Network (NEON) Council of Governments (COG).</p>	<ul style="list-style-type: none"> • Administration of Quality Assessment Registered Nurse (QARN) reviews. • Administration of Provider Compliance Reviews. • Fiscal administration of the Family Engagement Program • Annual Dues 	<ul style="list-style-type: none"> • To approve contract with NEON for QARN reviews, Provider Compliance reviews, fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed (\$875,000) for the period of January 1, 2017 through December 31, 2017. 	<p><i>Service Area:</i> Service and Support Administration & Quality <i>Total Cost:</i> \$875,000</p> <hr style="border-top: 1px dashed black;"/> <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 conduct reviews on our behalf for QARN and Provider Compliance. These services are required by Ohio Administrative Code. In addition in 2017, Summit DD will contract with NEON and NEON will act as a flow thru for reimbursement to families using the Family Engagement Program.</p> <p>This contract also includes our Annual Dues.</p> <p><u>Services Include:</u></p> <ul style="list-style-type: none"> • QARN Reviews - \$60,000 • Provider Compliance Reviews - \$10,000 • Family Engagement Program - \$790,000 • Administrative Fee for Family Engagement Program - \$10,000 • Annual Dues - \$5,000

Submitted By: Holly Brugh & Drew Williams

Date: November 2016

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

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

		<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. At times DODD will request that formalized monitoring be completed for Agency and Independent Providers. Request to implement formalized monitoring may occur when a provider is in a suspension and/or revocation status to ensure the health and welfare of person served. NEON to complete reviews and monitoring services as assigned as back up during periods of increased demand on Summit DD staff.</p> <p><u>Family Engagement Program</u> NEON will act as a flow thru for reimbursement to families using the Family Engagement Program. In 2017, the Family Engagement Program will blend together the Family Support Services program and Summer Camp program into one funding</p>
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Submitted By: Holly Brugh & Drew Williams

Date: November 2016

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

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

		<p>stream. This will allow families access to the goods and services they need to help individual's engage in their community while staying connected to natural supports. This program will allow families to work with a Summit DD staff member they are already connected to and who knows them best (Developmental Specialist, SSA or Referral and Support Specialist) to determine how the funds will assist each individual in meeting their individual outcomes. The Summit DD staff member will authorize the use of these funds and allocate them to each family which will eliminate the need for an application process and a local contact for camp.</p> <p>This contract will allow NEON to deposit funds directly into a parents or guardians account which they can they access to pay for the good or service. The total amount allocated for the Family Engagement Program is \$790,000. This is the same amount as funded in Camp (\$300,000), Family Support Service (\$340,000) and part of the Exceptional Needs (\$150,000) budget in 2016. No new money is being requested for the Family Engagement Program.</p> <p>In addition, NEON will charge \$12.50 per transaction in an administrative fee for a total not to exceed \$10,000.</p> <p>Total contract amount of \$875,000. Funds are in the 2017 budget.</p> <p>Recommended for approval by the November Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Holly Brugh & Drew Williams

Date: November 2016

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



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

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

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for Quality Assessment Registered Nurse Services, Provider Compliance Reviews and Monitoring, and Administration of Summit DD's Family Engagement Program.

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

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Review of Targeted Case Management notes, review of provider compliance reports, review documentation related to the Family Engagement Program, and other documents presented as appropriate. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD is responsible to obtain and maintain supporting documentation of goods and/or services purchased by eligible individuals and families through the Family Engagement Program and for which payment is processed by Contractor under this Contract.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor is responsible to provide services as identified and more fully described in Exhibit A of this Contract upon request of Summit DD.

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

used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.

- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The total amount of this Contract shall not exceed **EIGHT HUNDRED SEVENTY FOUR THOUSAND DOLLARS AND no/100 (\$874,000.00)** and is limited to the Summit DD'S 2017 appropriation.

- B. Contractor will invoice Summit DD monthly for services under this Contract in accordance with the fee schedule attached as Exhibit A hereto and incorporated by reference.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2017 through December 31, 2017.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

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

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

SIGNATURES

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

NORTH EAST OHIO NETWORK:

**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.

Exhibit A

Description of Services and Fees

SERVICES

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 and Monitoring

- Complete formalized monitoring as requested by the County Board
- Complete and submit monitoring documentation to the County Board
- Utilize identified monitoring form, per the County Board
- Work with the County Board on developing a monitoring schedule for implementation by NEON staff
- 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
- Special Provider Compliance shall commence within two weeks of request

Family Engagement Program

- Maintain an understanding of Summit DD's program as detailed in procedures found in Exhibit B attached hereto
- Per authorization from Summit DD, deposit approved funds into individual or family accounts via direct deposit

FEES

Quality Assessment Registered Nurse Services

Contractor will invoice Summit DD monthly \$55.50 per hour for review services for approximately 200 reviews per year.

Provider Compliance Reviews

Contractor will invoice Summit DD \$55.50 per hour for special reviews and travel time.

Provider Compliance Monitoring

\$55.50 per hour per staff, plus mileage. Hourly rate includes travel time to and from the monitoring site. Mileage will be charged at a reimbursement rate equal to the federal reimbursement rate for each mile actually traveled for Provider Compliance Monitoring.

Family Engagement Program

Summit DD will pay an administrative fee of \$12.50 per transaction in an amount not to exceed \$10,000.

Annual Dues

Payment of annual dues to NEON in the amount of \$5,000 for COG benefits such as the investment of funds.

EXHIBT B
Family Engagement Program (FEP)

The Family Engagement Program has been established to support eligible individual's birth to 22, residing with family members, by providing funds to access goods and services that are necessary due to the individual's disability. Funds should enable individuals to live their best life by engaging their community and staying connected to natural supports.

- I. Eligibility
 - a. Individuals eligible for Summit DD services
 - b. Are between the ages of 0-22
 - c. Are living at home with a parent(s) or guardian
 - d. Do not have waiver funding

- II. Services and supports eligible for funding typically include but are not limited to:
 - a. Summer camp
 - b. Respite services
 - c. Transportation
 - d. Environmental accessibility adaptations
 - e. Adaptive equipment
 - f. Classes
 - g. Specialized supplies
 - h. Other similar needs not covered by another funding source

- III. Family Engagement Program Funds
 - a. Are available for a 12 month period beginning January 1st
 - b. Will not exceed the amount per person set each year based on the Boards budget
 - c. Do not have to be used all at one time or in their entirety
 - d. Will only be authorized after a quote has been obtained
 - e. Will be directly deposited into a families checking or savings account, no checks will be issued

- IV. Accessing Funds
 - a. A family will work with Summit DD staff: Service and Support Administrator (SSA), Developmental Specialist (DS) or Referral and Support Specialist (RSS) who can help them determine if the Family Engagement Program is appropriate for their needs
 - b. Summit DD staff will use a Person Centered Planning approach to authorize the purchase of a good or service
 - c. Summit DD staff will document the outcome related to the need for the good or services on the IFSP or ISP
 - d. Family will provide Summit DD staff a quote for the good or service
 - e. Summit DD staff will provide the family with the Direct Deposit Enrollment Form which they complete and give back
 - f. Summit DD staff completes the Family Engagement Spread Sheet on SharePoint (add link here) and uploads the completed Direct Deposit Enrollment Form (where?)
 - g. Each week, Karla Burgess will send the updated spread sheet and all new Direct Deposit Enrollment Forms to North East Ohio Network (NEON) (add contact info here) where they

will process and deposit money into a family's bank account

V. After the purchase of a good or service

- a. The family must provide Summit DD a copy of the invoice or receipt for each good or service is obtained with funds from the program within 10 days of the purchase.
- b. Summit DD staff will turn all receipts into Karla Burgess who will track the amount used by each individual
- c. Karla Burgess will report to the Summit DD staff any funds that remain
- d. Karla Burgess will provide NEON a copy of each receipt
- e. If a family fails to turn in any or all receipts, they will not be eligible for any additional funds.

VI. Detailed Description of Goods and Services

- a. Summer Camp- summer programs that allow participation in the community preferably with other children who do not have disabilities. Examples include: YMCA camps, recreational camp, themed camp or any other summer program the individual wishes to attend.
 - i. Funds cover tuition
 - ii. The family is responsible for registering the child for camp
 - iii. If a child is eligible for Extended School Year (ESY) through their school district, funds must not be used fund camp until that is exhausted
- b. Respite Care- support on a short-term basis to the individual in or out of the family home. Respite can be delivered by a certified provider or by a family chosen provider. All training to respite care providers is done by the family. Rates of payment are negotiated by the family.
 - i. Family Chosen Providers: Someone the family knows and believes is able to care for their family member. This person cannot live in the family home and must be over the age of 18. Typically this is an extended family member, neighbor or friend. When using a family chosen provider the following must be completed and returned to Karla Burgess.
 1. Prior to services:
 - Waiver for Provider Training for Family Selected Provider
 2. Once services have been delivered:
 - Completed Respite Log
 - ii. Certified Providers: These providers are certified by the Ohio Department of Developmental Disabilities (DoDD) as a Supported Living or Waiver Provider. They meet requirements such as a background check, 8 hours of required training, and are certified in First Aid and CPR.
- c. Transportation- Families may choose to pay someone they know to transport their child to summer camp. This person cannot live in the family home and must be over the age of 18. Typically this is an extended family member, neighbor or friend. When using a family chosen provider the following must be completed and returned to Karla Burgess.
 - i. Prior to services:
 - Waiver for Provider Training for Family Selected Provider
 - ii. Once services have been delivered:
 - Completed Transportation Log

- d. Environmental Accessibility Adaptations- changes to a home that enable a participant to function with greater independence. Examples include: grab bars, ramps, widening doorways, modifying bathrooms to be wheelchair accessible, yard fences
 - i. Families needing this type of services can work with their SSA, R&SS, or DS who can collaborate with our contractor to determine the type of work that needs done and obtain quotes.

- e. Adaptive Equipment- equipment that helps individuals with independence in daily living. Examples include: communication devices, equipment not covered by Medicaid State Plan or insurance, sensory items, weighted blankets/vests, adapted utensils/plates, adapted strollers for 3 and above, adapted car seats
 - i. Must include written recommendation from PT,OT, SLP or other support professional and quote for needed equipment

- f. Classes- inclusive and adaptive classes in the community. Examples include: horseback riding, music class, art and dance programs, and sports programs.
 - i. Quote from provider needed

- g. Specialized Supplies- supplies that an individual needs due to their developmental disability that are not covered by another funding source. Items may include: incontinence supplies, dietary shakes, specialized formula, and thickeners.
 - i. Quote needed

County of Summit Developmental Disabilities Board
 TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for support contracts in 2017	Custom consulting solution for document management system rollout	The Board approve the request to enter into contracts with ComDoc in 2017 for an amount not to exceed \$147,000	<p><i>Total Cost:</i> Not to exceed \$147,000 in 2017</p> <p><i>Summary:</i> Summit DD is working with ComDoc to provide customized technical support and consulting as we continue to roll out document management and paperless processes to additional areas of our organization.</p> <p>ComDoc was the vendor chosen at the end of 2014 to implement our document management solution. In 2015 and 2016, processes were implemented to streamline Early Intervention, Day Services Billing, Intake, and MUI. Work is currently in progress for processes in CPI, Fiscal, and HR, and these and other areas such as Records will be in scope in 2017. There is \$120,000 budgeted for consulting work in 2017, though the actual amount spent is projected to be less than the budgeted total.</p> <p>Annual maintenance on for the software packages used for our document management environment, DocuWare and Job Router, will be approximately \$27,000.</p> <p>The total cost of annual maintenance and all statements of work will be a maximum of \$147,000 for all of 2017, and funding is available in the 2017 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with ComDoc in 2017 for an amount not to exceed \$147,000.</p>
Recommended for approval by the November Finance & Facilities Committee			

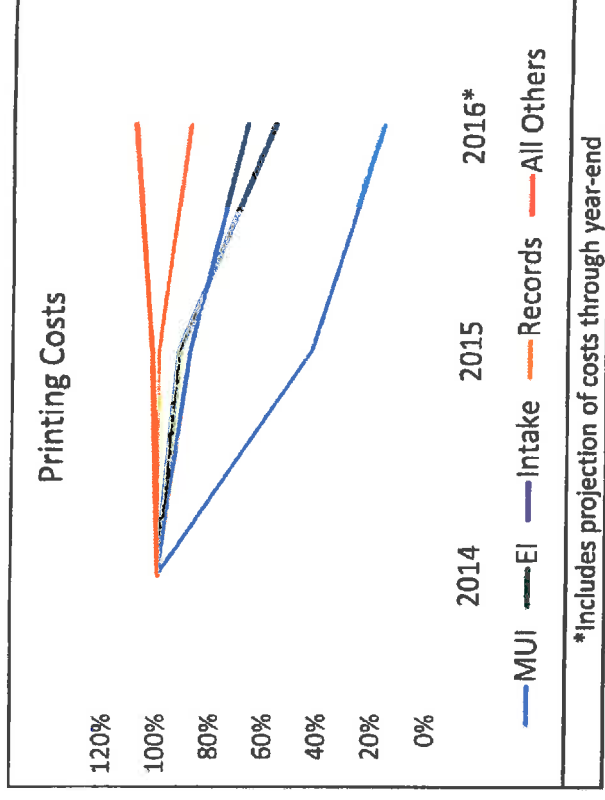
Submitted By: Russell DuPlain
 Date: November 2016

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

Benefits from Document Management Implementation

Benefits across departments:

- Seeing 30%-50%+ reduction in printing costs in areas where Document Management has been fully implemented, as compared to an increase in printing costs where Document Management has not been deployed. (see chart to the right)
- Improved compliance with HIPAA and other regulations.
- Capture of data electronically enhances reporting capabilities, and in some cases makes reports available for the first time, greatly helping management keep tabs on their world
- One secured location for all document storage, which is automatically backed up.
- Standardization of data we have in various systems and reduction of human error.



Benefits from Document Management Implementation

MUI benefits:

- Over a 75% reduction in cases open more than 100 days
- Over a 50% reduction in extensions of investigations
- Time needed to process registry file requests changed from 1 working day to 10 minutes
- After hours on-call data entry time has been greatly reduced and common errors were eliminated
- Streamlined the MUI intake process

Intake benefits:

- 80% reduction in the number of cases opened longer than 30 days
- Timeliness and prioritization of work, with cases being closed sooner
- A labor-intensive process to identify persons served turning 6 or 16 that need reassessment was reduced from a labor-intensive weekly task to an automatic daily notification

Streamlining HR Processes (in progress) will enable:

- Standardized processes to perform employee on-boarding, changes, and separation
- Provide easy but secured access to all documents for an employee
- Adherence to Summit DD policies and procedures, including correcting items identified during an audit
- New reports for staff utilization and department management
- Enhanced, automated and timely communications of tasks to be completed, minimizing delays and reducing the time to complete routine work assignments

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for support contracts in 2017	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2017 for an amount not to exceed \$68,511.	<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 \$50,948 in 2017, a 2% increase over the 2016 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 \$8,063 in 2017, a 3% increase over the 2016 licensing cost.</p> <p>Summit DD also has \$9,500 budgeted in 2017 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 \$68,511 for all of 2017, which is allocated in the 2017 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2017 for an amount not to exceed \$68,511.</p>

Recommended for approval by the November
Finance & Facilities Committee

Submitted By: Russell DuPlain
Date: November 2016

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

County of Summit Developmental Disabilities Board
 TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Relationship between Summit DD and Summit Housing Development Corporation (SHDC)	To redefine the parties' relationship such that SHDC remains stable and achieves independence from Summit DD	Board approve 3-year Agreement with SHDC in an amount not to exceed \$604,333	<p>SHDC is a non-profit corporation that serves as landlord for individuals with developmental disabilities who choose to live in homes owned by the corporation. Summit DD and SHDC have had a contractual relationship for a number of years wherein Summit DD will access state funds to be used by SHDC for the purchase or renovation of homes for individuals. Summit DD also employs two staff who provide work for SHDC in the capacity of Executive Director and one maintenance staff, the cost for which SHDC reimburses Summit DD. Summit DD also provides various in-kind support to SHDC in the form of office space and equipment.</p> <p>Per Resolution No. 16-05-02 the Board approved a six-month extension of its agreement with SHDC through December 31, 2016 to allow time for the parties to negotiate a successor contract that facilitates SHDC's move toward independence. A committee comprised of two Summit DD Board members, two SHDC Board members, and various staff, participated in planning meetings to analyze policy, fiscal and personnel considerations. Those discussions culminated in the proposed 3-year Agreement.</p> <p>Highlights of the proposed contract include:</p> <ul style="list-style-type: none"> • Identification of housing inventory to ensure Summit DD maintains an interest in property that has been acquired or renovated using state community capital assistance funds for a period not to exceed 180 months; • Summit DD's commitment to seek state funding for new housing for SHDC; • Transfer employment of current Executive Director from Summit DD to SHDC effective February 1, 2017; and • Structure of financial support over 3-year term that ensures stable residences and affordable rent for persons living in SHDC homes as well as viability of the corporation. <p>Funds are available in the budget.</p>

**Recommended for approval by the
 November Services & Supports Committee**

Submitted By: John J. Trunk
 Date: November 2016

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

**AGREEMENT
BETWEEN
SUMMIT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES
AND
SUMMIT HOUSING DEVELOPMENT CORPORATION**

This Contract is entered into on this 1st day of January, 2017, by and between the Summit County Board of Developmental Disabilities (hereinafter referred to as "Summit DD") and The Summit Housing Development Corporation (hereinafter referred to as "SHDC"), for the purpose of defining the roles and responsibilities of each party relative to the parties' relationship and in ensuring that adequate and appropriate housing options for persons with developmental disabilities exist in Summit County.

WHEREAS, the parties have previously maintained a contractual relationship whereby the administrative operations of the parties were shared; and

WHEREAS, the parties desire to terminate any and all previous contracts and contractual obligations between them as of the effective date of this Agreement; and

WHEREAS, the parties desire that the contractual obligations contained herein ensure the continuity of their relationship and the independence and viability of SHDC;

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

Article I: Access and Use of Community Capital Assistance Funds

- A. The parties agree to comply with all applicable state and federal requirements relative to the acquisition and use of state capital assistance funds, including but not limited to Ohio Revised Code (ORC) Sections 5123.37 to 5123.375 and Ohio Administrative Code (OAC) Section 5123:1-1-03.
- B. Summit DD will apply for community assistance funds as funds are made available by the Ohio Department of Developmental Disabilities (DODD) and will follow the application procedure outlined in OAC 5123:1-1-03 for the purchase or construction of housing.
- C. For all such funding applications submitted, and all such community assistance funds awarded as a result of Summit DD's application(s), Summit DD shall first provide SHDC the opportunity to enter into a contract with Summit DD for the needed services as described in the application for the acquisition or construction of housing. Said contract shall include all assurances as required by Ohio law.
- D. In the event that SHDC declines to contract with Summit DD for the services for which community assistance funds have been sought, Summit DD may seek to contract with a nonprofit corporation or local housing authority for the performance of needed services as described in Summit DD's funding application.
- E. The parties recognize that SHDC is an "applicant" as defined in OAC Section 5123:1-1-17 and as such, is eligible to apply for and receive state funding for residential accessibility and renovation projects without assistance from Summit DD.

Article II: Use and Ownership of Housing

- A. The parties acknowledge that, as of September 30, 2016, SHDC holds title to eighty eight (88) single family homes that have been acquired and/or renovated in whole or in part with public monies provided by or through Summit DD.
- B. For all homes that have been acquired or renovated using state community capital assistance funds, Summit DD shall maintain a legal interest in such property in accordance with applicable law. Summit DD shall maintain its interest through a promissory note and a mortgage on the property, in an amount that at least equals the amount of community assistance funds used to purchase or renovate the property. Summit DD's interest in each

property is relinquished at the conclusion of the schedule for forgiveness of the community assistance funds for each property, but in no event shall Summit DD's interest in the property exceed one hundred and eighty (180) months in accordance with OAC 5123:1-1-03. An inventory of property in which Summit DD maintains an interest, and the date upon which Summit DD's interest is relinquished, is attached hereto as Exhibit A.

- C. Summit DD may authorize SHDC, in writing, to sell real property in which Summit DD retains an interest pursuant to Exhibit A in order that SHDC may acquire additional or replacement housing for individuals with developmental disabilities. Any such sale shall be in accordance with a determination of the fair market value of the property as determined by one or more appraisals. SHDC shall repay Summit DD its interest in the property if SHDC should sell the property without Summit DD's approval.
- D. Summit DD may require SHDC to repay the value of Summit DD's interest in the properties identified on Exhibit A for breach of SHDC's obligations with respect to the identified properties, which may include failure on the part of SHDC to make payments on the property in the manner prescribed by any mortgage on said property, or in the event SHDC is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of the property by SHDC.
- E. Summit DD relinquishes any and all rights, interest, liabilities and responsibilities it may have with respect to any and all real property owned by SHDC that was not purchased or renovated using state community assistance funds, or for which the schedule for forgiveness of state community assistance fund obligations has expired. An inventory of said property is attached hereto as Exhibit B.
- F. The parties agree that representatives of each party will meet on a quarterly basis to review the status of their respective operations and otherwise promote the exchange of information and awareness relative to housing needs of persons with developmental disabilities in Summit County.

Article III: Transfer of Summit DD staff to SHDC

- A. The parties acknowledge that Summit DD currently employs Thomas J. Jacobs (Jacobs) to perform the functions of Executive Director of Summit Housing Development Corporation.
- B. Simultaneously with the execution of this Agreement, SHDC agrees to enter into a contract of employment with Jacobs for the position of Executive Director of Summit Housing Development Corporation effective as of February 1, 2017.
- C. It is the parties' intention and understanding that, pursuant to ORC Section 145.01(A), Jacobs will remain a public employee for purposes of his right to participate in the Ohio Public Employees Retirement System (PERS).
- D. Summit DD shall advise Jacobs of his rights under PERS and assist Jacobs in effectuating either the continued membership in or withdrawal from PERS in a timely fashion.

Article IV: Compensation

- A. In consideration of Summit DD's interest in ensuring the viability of SHDC, stable residences and affordable rent for individuals living in homes owned by SHDC, Summit DD agrees to provide financial assistance to SHDC over the term of this Agreement as identified below:
 - 1. Calendar year 2017 – Four Hundred Thousand Dollars and no/100 (\$400,000.00) payable as follows:
 - a. Summit DD waives reimbursement due and payable to it by SHDC for staffing services provided in calendar year 2016 in the amount of One Hundred Forty Five Thousand Six Hundred Sixty Seven Dollars (\$145,667.00).
 - b. On or before February 1, 2017, Summit DD shall pay to SHDC Two Hundred Fifty Four Thousand Three Hundred Thirty Three Dollars (\$254,333.00).

2. Calendar year 2018 – On or before February 1, 2018, Summit DD shall pay to SHDC Two Hundred Thousand Dollars and no/100 (\$200,000.00).
 3. Calendar year 2019 – On or before February 1, 2019, Summit DD shall pay to SHDC One Hundred Fifty Thousand Dollars and no/100 (\$150,000.00).
- B. Summit DD agrees that SHDC may continue to maintain its offices at Summit DD's Southern Center, located at 1651 Massillon Rd., Akron, OH 44312 until such time as SHDC secures separate office space, or until Summit DD's operational needs require SHDC to vacate said space. In the event that Summit DD's operational needs require SHDC to vacate its offices located at 1651 Massillon Rd., Summit DD will use its best efforts to make alternative office space available for use by SHDC for the duration of this Agreement, at no cost to SHDC, at another Summit DD owned property.
 - C. Summit DD has no obligation to refer potential tenants to SHDC. Summit DD's financial obligation to SHDC is limited to the assistance identified in Article IV(A) of this Agreement. No other payments will be made by Summit DD to SHDC, including but not limited to payments for staff, rent, vacancies, mortgage obligations, capital improvements, insurance and such other costs as are necessary for SHDC to incur in order to conduct its business.

Article V: Term, Termination and Modification

- A. This Agreement commences effective January 1, 2017 and continues through December 31, 2019. There will be no modification of this term without the express, written consent of both parties.
- B. This Agreement shall terminate upon any action, voluntary or involuntary, to place SHDC in receivership, bankruptcy, or trusteeship. If SHDC is placed into receivership, bankruptcy or trusteeship, SHDC agrees that Summit DD shall be entitled to immediate possession of all real property identified in Exhibit A, and shall transfer title to Summit DD, subject to the orders of any receiver, court, or trustee. SHDC agrees that Summit DD shall be a party to any dissolution proceeding and may be a distributee under any judicial order or dissolution agreement with respect to the transfer of real property.

Article VI: Dispute Resolution

- A. In the event the parties are in disagreement as to their rights, duties and obligations under this Agreement, the Superintendent of Summit DD, or his/her designee, and the designee of the President of SHDC shall attempt to resolve any disagreements in a timely fashion. If the parties fail to resolve any such disagreement, at the written request of one party, the matter shall be presented to the respective Presidents of the Summit DD and SHDC. The Presidents will schedule within twenty (20) days of receipt of notice of such disagreement a meeting which will include any other individuals designated respectively by the parties to review the facts and to make recommendations for resolution of the problem.
- B. If a dispute arises out of or related to this Agreement and if the dispute cannot be settled through the process outlined in Article VI(A) above, the parties agree first to try in good faith to settle such dispute by mediation administered by the Federal Mediation and Conciliation Service before resorting to litigation. Any legal proceedings arising under this Agreement shall be instituted only in the courts of the State of Ohio, in the County of Summit.

Article VII: Miscellaneous Provisions

- A. SHDC agrees to maintain the confidentiality of all information, records and data it receives concerning individuals served by Summit DD. An authorization to release information that details the specific information to be released and the party to whom it will be released shall be required by Summit DD for all requests for individually identifiable information by SHDC.

- B. SHDC shall make its books and records open to inspection by Summit DD at any time. SHDC shall furnish Summit DD on an annual basis financial statements audited and reported by a Certified Public Accountant according to generally accepted accounting principles.
- C. SHDC shall indemnify and hold harmless Summit DD, its members, agents and employees, from all claims, demands, damages, actions or causes of action together with any and all losses, costs, or expenses, including, but not limited to, attorney's fees, asserted by any person or persons for property damage, bodily injury or death arising out of or as a result of SHDC's ownership or management of property in which the Board retains an interest.
- D. This document and the Exhibits attached hereto set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties. This Agreement may not be amended or modified except in writing, executed by each of the parties hereto.
- E. The validity of this Agreement and of any of its terms and provisions, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the State of Ohio, and by applicable provisions of federal law.
- F. If any one or more of the provisions contained in this Agreement shall for any reason be found to be invalid, illegal or unenforceable, the remaining provisions of this Agreement shall be given full force and effect.

**Summit Housing
Development Corporation**

Stanley Debro

President
Title

Date

Summit DD

John J. Trunk

Superintendent
Title

Date

County of Summit Developmental Disabilities Board
TOPIC SUMMARY REPORT

Topic	Issue/Concern	Recommendation	Supporting Data for Recommendation
Allocation of resources for IT support contracts in 2016	Custom consulting solution for IT infrastructure upgrade	The Board approve the request to enter into contracts with Arakyta in 2016 for an amount not to exceed \$85,000.	<p><i>Summary:</i> Summit DD has been working with Arakyta ("air-AH-key-tah") to provide customized support as we upgrade significant portions of our technical infrastructure.</p> <p>Through the course of 2016, we have worked with Arakyta to implement new backup hardware to improve disaster recovery capabilities, as well as migrate to a new network domain. Approximately \$46,000 has been spent in 2016 with Arakyta as of 9/30/16.</p> <p>Upcoming work will involve assessing our server infrastructure to help us reduce ongoing support and maintenance costs by combining smaller separate servers into larger consolidated ones. This will allow us to spend less on hardware maintenance support costs going forward, saving up to \$10,000 per year.</p> <p>In addition to the infrastructure work, Arakyta will begin working with Summit DD staff on assessing and upgrading our SharePoint system, which will involve hardware, software, and process upgrades. The SharePoint environment is used at Summit DD by all departments, but is outdated and in need of some improvements.</p> <p>Arakyta, an Ohio-based information technology company, performs upgrades, maintenance, and hosting for their customers. They were chosen to guide and assist with Summit DD's above-noted projects given their proven methods and experience working with these types of initiatives.</p> <p>The total cost of all statements of work will be a maximum of \$85,000 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 Arakyta in 2016 for an amount not to exceed \$85,000.</p>

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

Submitted By: Russell DuPlain

Date: October 2016

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

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Hattie Larham Community Services (HLCS) Nursing contract</p>	<p>Nursing services for adults who attend Summit DD facilities</p>	<p>Approve contract with Hattie Larham Community Services to provide nursing services to Board eligible individuals for the period January 1, 2017 through December 31, 2017 in an amount not to exceed \$244,845</p>	<p>Service Area: Adult Services # of Individuals Currently Served: 300 Additional # of Individuals Served: none Total Cost: \$244,845 per year Amount of Decrease: \$144,840 Satisfaction: 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>As persons served continue to identify other adult service options and the transition out of services at Ellet Center, Southern Center and Dream Out Loud Studio occurs in July 2017 the number of nursing staff needed will be 2RN's and 2 LPN's. Reducing the total amount of this contract by \$144,840. Staff within Summit DD Center based services will continue to receive delegation oversight and training as required.</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.</p>

Submitted By: Drew Williams/Holly Brugh

For: _____ Superintendent / Assistant Superintendent

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

Date: October 2017

TOPIC SUMMARY REPORT

			<p>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.</p> <p>Funds are available in the budget.</p> <p>Recommended for approval by the October Finance & Facilities and Services & Supports Committees.</p>
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Submitted By: Drew Williams/Holly Brugh

Date: October 2017

For: X 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*.

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 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 **TWO HUNDRED FORTY FOUR THOUSAND, EIGHT HUNDRED FORTY FIVE DOLLARS AND 00/100 DOLLARS (\$244,845.00)** and is limited to the Summit DD'S 2017 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, 2017 through December 31, 2017.**
- 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: Summit County Developmental Disabilities Board
ATTENTION: John Trunk, 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

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.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<ul style="list-style-type: none"> Security and Criminal Investigation services for Summit DD 	<ul style="list-style-type: none"> Safety and security of persons served and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD. 	<ul style="list-style-type: none"> Renew a contract with Summit County Sheriff's office for a 12 month term to provide security and increase investigation services at a cost not to exceed \$222,766 	<p><i>Service Area:</i> Health and Welfare</p> <p><i>Total Cost:</i> \$ 222766</p> <p><i>Amount of Increase/Decrease:</i> \$5,021.34 increase from 2016</p> <ul style="list-style-type: none"> The contract with the Summit County Sherriff's office provides an assigned deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Administration building. The deputy also responds to other Summit DD facilities and may accompany Summit DD staff to on-site locations when needed. In addition, the deputy will answer initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature. The contract also provides on Summit County Sherriff's detective to investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands. The Detective will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities. The goal will be for more local jurisdictions to open and investigate criminal cases.

Submitted By: Billie Jo David

Date: 10/5/2016

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

Year	Cases Opened	Misdemeanor Arrests	Felony Arrests	Indictments
2013*	62	7	9	
2014	155	21	17	17
2015	108	12	17	13
2016**	66	10	10	10

*began in July, 2013

**as of Sept. 30, 2016

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

Submitted By: Billie Jo David

Date: 10/5/2016

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

POLICING CONTRACT

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

3. **Term**. The term of this Contract is **(1) one year** commencing on **January 1, 2017** and will terminate at midnight on **December 31, 2017** ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein or if **Summit DD funding is not available**. The contract can not be terminated by either party for no cause during the (1) one year: If a new Contract has not been executed as of the Termination Date (December 31, 2017), then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until either party

Akron, Ohio 44308

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

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

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Approved as to Correctness and Form:

By: _____
Printed Name: John J. Trunk
Title: Superintendent

By: _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Steve Barry
Sheriff, County of Summit, Ohio

COUNTY OF SUMMIT, OHIO

By: _____
Russell M. Pry Date
Executive, County of Summit, Ohio

Approved as to Correctness and Form:

By: _____
Deborah S. Matz, Director
Department of Law

Schedule A

Summit DD

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

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		
	<u>(1/1/17 - 12/31/17)</u>			
2017	\$102,128.00 (annual)	X 2	=	\$ 204,256.00
2017	<u>Vehicle (Annual)</u>			
	<u>(1/1/17 - 12/31/17)</u>			
	\$27,334.00 /3 (1/3 Shift) = \$9,111.33 per shift			
	\$9,111.33 shift X 2 Veh.		=	\$ 18,222.66
	<u>Dispatch (Annual)</u>	\$6,445.00 (waived)	=	\$ 0.00
	<u>Radios</u>			
	\$144.00 X 2		=	\$ 288.00
2017	Total			\$ 222,766.66/ 12 = \$18,563.89
				Per month
			Total:	*\$222,766.66

*As may be adjusted as provided herein.

Schedule B:

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

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION	SUPPORTING DATA FOR RECOMMENDATION
<p>Approval of new Board policy 4046-Family Engagement Program</p>	<p>This Board policy will allow the use of local tax dollars to support eligible individuals birth to age 22, with access to goods and services that are necessary due to the individual's disability.</p> <p>This policy also sets forth the Board's commitment to use its state subsidy for the Family Support Services Program as match for Medicaid waivers pursuant to OAC 5123:2-1-02</p>	<p>The Board approve new Policy 4046 - Family Engagement Program</p>	<p>In the past, the Board has provided this type of funding through two separate programs; the Family Support Services Program (FSS) and Summer Camp.</p> <ul style="list-style-type: none"> • The FSS program was administered through an application process and required families to be income eligible. It was overseen by a manager in the SSA Department. The FSS program required families to pay up front for goods and services and then be reimbursed. This is often times very difficult for many families. • Summer Camp was also administered through an application process and also required families to be income eligible. This program was administered by paying a retired Summit DD staff to work in the summer months. Camps receiving funding were required to contract with the Board. Due to the many stipulations within that contract, many camps couldn't participate which limited families choices. <p>The Family Engagement Program will blend together the FSS and camp program into one funding stream which will allow families access to the goods and services they need to help individual's engage their community while staying connected to natural supports. This program will allow families to work with a Summit DD staff member they are already connected to and who knows them best (Developmental Specialist, SSA or Referral and Support Specialist) to determine how the funds assist each individual in meeting their individual outcomes.</p>

Submitted By: _____ Holly Brugh _____

Date: _____ October 2016 _____

For:

- _____ Superintendent / Assistant Superintendent
- _____ Finance & Facilities Committee
- _____ Services & Supports Committee
- _____ HR/LR Committee
- _____ Ethics Committee

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

The Summit DD staff member will authorize the use of these funds and allocate them to each family which will eliminate the need for an application process and a local contact for camp.

Each year the Board will evaluate its budget and determine the maximum dollar amount to allocate for the Family Engagement Program. This program will be funded entirely by local tax dollars and not be an income based program. The Board will use its state subsidy for the Family Support Services program (typically used to administer a like program) as match for Medicaid waivers pursuant to OAC 5123:2-1-02.

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

Submitted By: _____ Holly Brugh _____

Date: _____ October 2016 _____

For:

- _____ Superintendent / Assistant Superintendent
- _____ Finance & Facilities Committee
- _____ Services & Supports Committee
- _____ HR/LR Committee
- _____ Ethics Committee

4046 - FAMILY ENGAGEMENT PROGRAM

The Board is committed to supporting eligible individuals birth to age 22, residing with family members, by providing funds to access goods and services that are necessary due to the individual's disability.

Funds should enable individuals to live their best life by engaging their community and staying connected to natural supports. Services and supports eligible for funding typically include but are not limited to: summer camp, respite services, environmental accessibility adaptations, adaptive equipment or other similar needs not covered by another funding source. All requests for monies to purchase services and supports are approved and funded in accordance with applicable procedures and at the discretion of the Board.

Each year the Board will evaluate its budget and determine the maximum dollar amount to allocate for this program. Needs will be assessed and identified as part of the person centered planning process. Families will have the ability to access funds for a twelve (12) month calendar year beginning January 1st of each year.

The Family Engagement Program will be funded entirely by local tax dollars. The Board will use its state subsidy for the Family Support Services program (typically used to administer a like program) as match for Medicaid waivers pursuant to OAC 5123:2-1-02.

**SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE TEN MONTHS ENDED OCTOBER 31, 2016 AND 2015**

	10/31/2016			10/31/2015			YTD % BUDGET REMAINING	2015 ANNUAL BUDGET	2015 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2016 ANNUAL BUDGET	2016 YTD ACTUAL	YTD \$ BUDGET REMAINING	2015 ANNUAL BUDGET	2015 YTD ACTUAL	YTD \$ BUDGET REMAINING					
OPERATING REVENUE											
PROPERTY TAXES	\$ 50,543,000	\$ 50,382,569	\$ 160,431	\$ 50,520,000	\$ 50,381,820	\$ 138,180	0.3% ↓				0.3%
PERSONAL PROPERTY REIMB	-	-	-	533,981	266,990	266,991	0.0%				50.0%
REIMBURSEMENTS	13,915,074	16,495,774	(2,580,700)	16,395,286	11,627,047	4,768,239	-18.5% ↓				29.1%
GRANTS	1,434,473	1,200,737	233,736	630,000	418,019	211,981	16.3%				33.6%
CONTRACT SERVICES	291,750	122,986	168,764	868,000	217,076	650,924	57.8%				75.0%
REFUNDS	-	32,079	(32,079)	-	-	-	0.0%				0.0%
OTHER RECEIPTS	72,456	134,863	(62,407)	124,500	117,433	7,067	-86.1%				5.7%
TOTAL REVENUE	\$ 66,256,753	\$ 68,369,008	\$ (2,112,255)	\$ 69,071,767	\$ 63,028,385	\$ 6,043,382	-3.2%				8.7%
OPERATING EXPENDITURES											
SALARIES	\$ 23,384,781	\$ 17,667,160	\$ 5,717,621	\$ 24,512,500	\$ 18,634,692	\$ 5,877,808	24.5%				24.0%
ERIP COSTS	-	-	-	-	77,623	(77,623)	0.0%				0.0%
EMPLOYEE BENEFITS	9,408,874	7,762,361	1,646,513	11,111,902	8,413,130	2,698,772	17.5%				24.3%
SUPPLIES	1,252,728	621,026	631,702	1,502,985	998,169	504,816	50.4%				33.6%
TRAVEL AND TRAINING	382,260	261,360	120,900	390,963	258,040	132,923	31.6%				34.0%
DIRECT CONTRACT SERVICES	9,468,946	7,502,028	1,966,918	9,412,253	6,096,865	3,315,388	20.8%				35.2%
INDIRECT CONTRACT SERVICES	3,151,988	1,946,475	1,205,513	3,658,332	2,257,260	1,401,072	38.2% ↓				38.3%
MEDICAID COSTS	24,715,000	24,614,794	100,206	23,865,000	24,039,285	(174,285)	0.4% ↓				-0.7%
UTILITIES	721,148	515,830	205,318	701,150	568,068	133,082	28.5%				19.0%
RENTALS	357,700	396,952	(39,252)	631,022	623,782	7,240	-11.0%				1.1%
ADVERTISING	127,500	108,591	18,909	130,000	111,300	18,700	14.8%				14.4%
OTHER EXPENSES	383,424	323,008	60,416	377,806	305,805	72,001	15.8%				19.1%
EQUIPMENT	277,500	159,527	117,973	449,000	504,199	(55,199)	42.5%				-12.3%
REAL PROPERTY IMPROVEMENT	400,000	41,326	358,674	200,000	294,087	(94,087)	89.7%				-47.0%
TOTAL EXPENDITURES	\$ 74,031,849	\$ 61,920,438	\$ 12,111,411	\$ 76,942,913	\$ 63,182,305	\$ 13,760,608	16.4%				17.9%
NET REVENUES AND EXPENDITURES	\$ (7,775,096)	\$ 6,448,570	\$ (14,223,666)	\$ (7,871,146)	\$ (153,920)	\$ 13,919,746	16.4%				17.9%
BEGINNING FUND BALANCE		ACTUAL									
PLUS: REVENUE	\$ 55,428,977	\$ 55,428,977									
LESS: EXPENDITURES	66,256,753	68,369,008									
	(74,031,849)	(61,920,438)									
ENDING FUND BALANCE	\$ 47,653,881	\$ 61,877,547									

Recommended for approval by the November
Finance & Facilities Committee

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENTS
FOR THE MONTH ENDED OCTOBER 31, 2016
(Rounded)

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

<u>Revenue:</u>	<u>Current Month</u>	
1 Property Taxes:		\$ 3,015,000
2 Reimbursements:		684,000
		13,700
<u>Expenditures:</u>		
3 Indirect Contract Services:		
		29,100
		12,400
4 Medicaid Costs:		303,000
		5,653,000

<u>Revenue:</u>	<u>Prior Months:</u>	
Reimbursements:		\$ 3,100,000
		2,849,000
		694,000

2010 Cost Report settlement that was expected in 2015
2011 Cost Report audit settlement
Fiscal year 2014 waiver reconciliation
In prior years this has been recorded as a direct reduction of waiver match cost. During the 2014 county CAFR audit the state auditors determined that this is to be recorded as a revenue. The effect of this change is inflated revenue and Medicaid costs this year and going forward.

One time TCM match reconciliation for the change in methodology where match is now netted against TCM reimbursement.
Aetna wellness program reimbursement. 487,500
47,000

<u>Expenditures:</u>		
Medicaid Costs:		24,614,794
		(694,000)
		<u>23,920,794</u>
Rentals:		40,000
		350,700

Other Expenses:

- Payments made to date for quarterly waiver match, administrative fees and MAC fees
- Fiscal year 2014 reconciliation refund received
- Net Medicaid cost to date
- Payment of the 2015 balance remaining for the Twinsburg facility utilizing 2015 funds.
- Rental prepayment to Summit Housing Corp. for the Akron, Ellet and Twinsburg facilities.
- Payments to Wichert Insurance Company for the following insurance costs:
 - Cyber insurance with AIG-Illinois International Insurance,
 - Director and officers liability insurance with Selective Insurance Company,
 - Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.
- County annual chargeback for building insurance. 30,800
- County chargeback for CAFR audit fees (county annual financial audit) 31,500

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

Summit County Board of Developmental Disabilities

MINUTES - ~~draft~~

Thursday, October 27, 2016
5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Board of Developmental Disabilities was held on Thursday, October 27, 2016 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:02 p.m.

BOARD MEMBERS PRESENT

Dave Dohnal, Vice President
Denise Ricks, Secretary
Randy Briggs
Meghan Wilkinson
Jenny Dwyer

BOARD MEMBER ABSENT

Joe Siegfert, President
Tom Quade

ALSO PRESENT

John J. Trunk, Superintendent
Lisa Kamlowky, Assistant Superintendent
Diamon Perry, Ombudsman
Billie Jo David, Director of Communications,
Quality & MUI
Mira Pozna, Director of Fiscal Services
Tom Jacobs, Dir. of Operations/SHDC

Joe Eck, Director of Labor Relations and
Risk Management
Lynn Sargi, Director of HR
Russ DuPlain, Director of IT & Records
Drew Williams, Director of Community
Supports & Development
Maggi Albright, Recording Secretary
and Guests

I. ARAKYTA CONTRACT

Arakya is an Ohio-based information technology company that provides upgrades, maintenance and hosting services. Summit DD has been working with Arakya to implement new backup hardware to improve disaster recovery capabilities as well as migrate to a new network domain. Arakya will work with Summit DD staff to provide customized support to complete significant portions of technical upgrades to the Agency's infrastructure and to assess and upgrade the SharePoint system, which will involve hardware, software and process upgrades. Other upcoming work will involve assessing the server infrastructure to help reduce ongoing support and maintenance costs by combining smaller servers into larger consolidated servers, resulting in less hardware maintenance support costs, at estimated savings of up to \$10,000/year. Approximately \$46,000 has been spent with Arakya so far in 2016. The total cost of all statements of work in 2016 will be a maximum of \$85,000. Mr. Briggs asked if this work is to catch up on system upgrades.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

WORK SESSION *(continued)*

I. **ARAKYTA CONTRACT** *(continued)*

Mr. DuPlain responded that some of the work does involve system upgrades, converting an older network environment to a new network environment, system migration and support of existing systems to include network analysis. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities Committee.

II. **HATTIE LARLHAM COMMUNITY SERVICES NURSING CONTRACT**

The Hattie Larlham nursing contract provides nursing services for eligible adults who attend Summit DD facilities, along with a RN to provide consultative support to child care center staff. Nursing services are required for both adults and children needing G-tube feedings, aerosol treatments, medication administration and other medical treatments. As individuals continue to identify other adult service options and the Board transitions out of services at the Ellet Center, Southern Center and Dream Out Loud Studio, the number of nursing staff needed will be two RNs and two LPNs, which will reduce the total cost of the contract by approximately \$140,000 from the existing contract. One RN will be available to provide consultative support to children who have transitioned into community child care centers. This support will fade as staff at the child care centers become more comfortable providing the care. The contract would be for the period January 1, 2017 through December 31, 2017 in an amount not to exceed \$244,845. The contract serves approximately 300 individuals. Families and individuals continue to be satisfied with the nursing services received. Mr. Williams pointed out that funds have been budgeted in 2017 at a reduced rate over the 2016 contract and this contract amount came in even lower than anticipated. The contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

III. **SUMMIT COUNTY SHERIFF'S CONTRACT**

The request is to renew a contract with the Summit County Sheriff's office for a twelve month term to provide security and increase investigation services at a cost not to exceed \$222,766. The contract provides an assigned deputy and vehicle to patrol both inside facilities and outside parking areas at the Administration building and other facilities. Additionally, the deputy will answer initial criminal notifications and complete initial police reports for MUIs of a criminal nature. A detective will investigate criminal cases, including conducting relevant interviews, searching for suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimony and any other duties based on case-specific demands. The detective will also coordinate with the Summit County Prosecutor's office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities, with the goal of more jurisdictions opening and investigating criminal cases.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

WORK SESSION *(continued)*

III. SUMMIT COUNTY SHERIFF'S CONTRACT *(continued)*

At the end of the third quarter of this year, there have been 66 cases opened with ten misdemeanor arrests, ten felony arrests and ten indictments. Mr. Trunk stated Detective Storad has done a great job seeing cases through to indictment. Mr. Dohnal commented that high quality work is being performed under this contract. Mr. Briggs asked if there is a breakdown of the amount of time the deputy spends at the various Summit DD sites. He remarked that the deputy's efforts should be spread out not concentrated at Administration only. He also asked if there would be a representative from the Sheriff's office at the Board Meeting next month to speak about the contract. Mr. Trunk responded that staff will provide the data requested and will ask a representative from the Sheriff's office to attend the November Board Meeting. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

IV. NEW POLICY 4046 – FAMILY ENGAGEMENT PROGRAM

New Policy 4046 will allow the use of local tax dollars to support eligible individuals birth to age 22 to access goods and services that are necessary due to the individual's disability. The Policy also sets forth the Board's commitment to use its state subsidy for the Family Support Services (FSS) Program as match for Medicaid waivers. In the past, the Board has provided this type of funding through two separate programs; the FSS and summer camp. The Family Engagement Program will blend together the two programs into one funding stream which will allow families access to goods and services needed to help individuals engage their communities while staying connected to natural supports. The program allows families to work with Summit DD staff they are already connected with and who know them best to determine how the funds assist each individual in meeting their specific outcomes. Summit DD will authorize the use of funds which will eliminate the need for an application process and a local contract for camp. Each year the budget will be evaluated to determine the maximum dollar amount to allocate to the Family Engagement Program. Mr. Briggs asked about the philosophy of the program being income driven and wanted to know if the income level is set by the state. Mr. Trunk confirmed that the income level is set by the state and the intent is to level the playing field. New Policy 4046 has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

V. SEPTEMBER FINANCIAL STATEMENTS

Revenue for September reflects receipt of the second half tax settlement in the amount of \$21,600,000. Expenditures for the month include quarterly Medicaid Administrative Claiming fees of \$13,700, County chargeback for CAFR (County Annual Financial Audit) fees of \$31,500, and replacement of the concrete patio at the Tallmadge Center in the amount of \$13,200.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

WORK SESSION *(continued)*

V. SEPTEMBER FINANCIAL STATEMENTS *(continued)*

The third quarter ended with a fund balance of \$66,533,884. The September Financial Statements have been recommended for approval by the October Finance & Facilities Committee.

VI. DISPOSAL OF SURPLUS INVENTORY

There is an excess amount of surplus assets that are no longer needed by Summit DD that are being stored at the Bath Center. A Summit County vendor that specializes in this area would conduct an internet auction to sell these assets to the highest bidder. Any unsold items would be disposed of in an environmentally safe manner. Mr. Trunk commented that previous auctions of this nature have been successful and also noted that the auction would be more widely advertised this time, which is a result of feedback from staff. The disposal of surplus inventory identified in attachment #6 has been recommended for approval by the October Finance & Facilities Committee.

VII. DISPOSAL OF SURPLUS VEHICLES

Summit DD is currently providing transportation services to less than 200 persons served. As individuals identify other transportation options, Summit DD now has more vehicles than are needed to conduct business. There are seven vehicles that either have high mileage or are not needed. The Ohio Revised Code permits the disposal of these vehicles to other agencies. Mr. Trunk noted there are several agencies who have expressed interest in some of the vehicles. Mr. Briggs asked if any of the vehicles are still in service and wanted to know if the excess vehicles are a result of staffing reductions. Mr. Trunk responded that there are more vehicles in the fleet than are needed as a result of individuals choosing other providers for their transportation services. Mr. Williams added that these vehicles are currently being used as back-ups. No less frequently than every six months, the number of individuals served will be measured and then the number of staff and resources needed to assure health, safety and quality services will be evaluated. The disposal of surplus vehicles identified in attachment #7 has been recommended for approval by the October Finance & Facilities Committee.

VIII. 2017 EMPLOYEE DENTAL INSURANCE

The Board provides eligible employees with dental coverage through the Ohio Association of County Boards CBA Benefit Services. The Board did not request bids for this insurance because there was no increase for 2017 and the Board's insurance consultant, Oswald Companies, examined the benefit coverage and premiums and indicated the rates and coverage option remain very favorable. Employees contribute 15% of the cost of dental insurance and the Board contributes 85%.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

WORK SESSION *(continued)*

VIII. 2017 EMPLOYEE DENTAL INSURANCE *(continued)*

AFSCME employees receive dental care through the Ohio Care Plan. Funds are available in the budget and the 2017 employee dental insurance has been recommended for approval by the October HR/LR and Finance & Facilities Committees.

The work session adjourned at 5:20 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Board of Developmental Disabilities convened at 5:20 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, noted that a street in Cuyahoga Falls that the Mayor dedicates to community members on a rotating basis has been named Kenny King Blvd. Ms. Frank thanked the Superintendent for mentioning several former Summit DD employees who recently passed away at the All Agency In-service. She also commented that the in-service session on the bumping process presented by Joe Eck was very informative and well done. She said that staff moral is low due to the uncertainty and one staff suggested to her to recommend to the Board that things, such as special luncheons, be done monthly to help boost morale. Ms. Frank also expressed support of continuing the Hattie Nursing Contract and stated she feels it is very worthwhile and noted that the nurses are very professional, empathetic and knowledgeable.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

BOARD MEETING *(continued)*

II. APPROVAL OF MINUTES

A. SEPTEMBER 22, 2016 (combined work session and regular meeting)

RESOLUTION No. 16-10-01

Mrs. Wilkinson moved that the Board approve the minutes of the September 22, 2016 combined work session and regular meeting, as presented in attachment #9. The motion, seconded by Mrs. Ricks, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. SEPTEMBER FINANCIAL STATEMENTS

RESOLUTION No. 16-10-02

Mr. Briggs moved that the Board approve the September Financial Statements, as presented in attachment #5. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

2. DISPOSAL OF SURPLUS INVENTORY

RESOLUTION No. 16-10-03

Mrs. Ricks moved that the Board approve the request for disposal of surplus inventory, as identified in attachment #6. The motion, seconded by Mr. Briggs, was unanimously approved.

3. DISPOSAL OF SURPLUS VEHICLES

RESOLUTION No. 16-10-04

Dr. Dwyer moved that the Board approve the request for disposal of surplus vehicles, as identified in attachment #7. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

BOARD MEETING *(continued)*

III. BOARD ACTION ITEMS *(continued)*

B. HR/LR COMMITTEE

1. 2017 EMPLOYEE DENTAL INSURANCE

R E S O L U T I O N

No. 16-10-05

Mrs. Wilkinson moved that the Board approve the renewal of the Delta Dental insurance plan, administered through the Ohio Association of County Boards CBA Benefit Services, for the 2017 benefit year, as outlined in attachment #8. The motion, seconded by Mr. Briggs, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

A. CENSUS

Mr. Trunk advised that he compared the third quarter Census report data to where Summit DD was a year ago. There has been a 12% increase (over 500 individuals) in the total number of persons served. Summit DD is serving more children through Early Intervention, which was expanded to age 6, children are being connected to their local communities and schools and more SSAs have been dedicated to school-age children. Approximately 79% of the adults receiving services are receiving transportation and day services from private providers; last year the percentage was about 50/50. There has been a significant increase in the number of waivers in the past twelve months due to the use of state dollars. There are about 120 individuals on the transition waiver; those responsibilities have been transferred to county boards and Summit DD has transitioned about 80 to IO waivers.

B. MUI 2016 THIRD QUARTER DATA AND SEMI-ANNUAL REVIEW

During the third quarter, there were 303 cases opened compared to 330 in the third quarter last year. 53% of category A cases were substantiated. 98% of MUIs were reported within 24 hours of discovery and 100% of investigations were closed on time. MUIs take an average of 39 calendar days to close from the date the case was opened. There have been 72 criminal cases opened, which led to ten misdemeanor arrests, ten felony arrests and 10 indictments. Summit DD held its semi-annual MUI Stakeholders Committee meeting in September and presented data detailing three year trends for each MUI category. Total MUIs are down slightly with 655 MUIs opened to date – 46% of those are category A, 12% are category B and 42% are category C. Alleged physical and verbal abuse MUIs have decreased as well as failure to report.

BOARD MEETING *(continued)*IV. SUPERINTENDENT'S REPORT *(continued)*B. MUI 2016 THIRD QUARTER DATA AND SEMI-ANNUAL REVIEW *(continued)*

Increasing MUIs for unapproved behavior supports and exploitation will be addressed by the MUI Stakeholder Committee. The primary person involved (PPI) in most exploitation cases is a family member of a young adult living at home. The MUI Stakeholder Committee made recommendations that include:

- Creating a workgroup to analyze use of unapproved behavior support to reduce the use of physical restraints
- Developing a tool to assist mandatory reporters on how/when to report
- Creating a reference guide specific to peer to peer physical abuse MUIs to assist providers on knowing when to report
- Developing a workgroup to create best practice MUI administrative investigation guidelines

Mr. Briggs commented that when the Board contracted with the Sheriff's office it was anticipated that it would lead to less incidences, however there does not seem to be a statistical correlation to substantiate this. He noted that he recognizes there are many outside variables, including better reporting.

C. SUPPLEMENTAL TRUST FUND UPDATE

In November 2015, Summit DD received a Supplemental Trust award from DODD in the amount of \$43,495.93. As dictated by Rule, an individual can establish a trust fund through DODD which, upon their passing, is distributed to the designated county board. Funds from the trust fund are to be used to provide supplemental services to an individual with a disability. Supplemental services are defined as services that would not be covered through other federal or state programs, services that are in addition to basic necessities or essential items and services that would otherwise not be available without payment from the trust. Each individual can use up to 10%, or \$4,300, of the total allocation. Through the person centered planning process, SSAs were able to assist individuals on their caseloads in applying for these funds. All funds were required to be spend by November 1, 2016. To date, 39 individuals have benefited from these trust dollars and there is only \$560 remaining. Some of the things the trust has been used for include: driving school, down payments on apartments and a home, camps, trips to Disney World, memberships to the zoo, YMCA and Natatorium, attendance at conferences, purchase of a car, purchase of laptops, assistance with bariatric surgery, acting classes, honeymoon to a water park, Cedar Point tickets, purchase of a bike, etc. Mr. Trunk commented that it is amazing how this relatively small amount of money and allowing people to be creative has enhanced the quality of life for so many individuals. He commended the committee for their good work.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

D. MISCELLANEOUS

Mr. Trunk updated the Board on the following:

- A follow-up meeting with the SHDC Transition Committee was held to put the finishing touches on a contract that will be brought to the Board in November.
- The Rotary Camp Board invited the Superintendent to participate in their strategic planning meeting, which included discussion about amendment of their Mission to create more inclusive and innovative options.
- The Summit DD 2017 budget request will be presented to County Council on October 31st.
- The Superintendent will be meeting with County Executive Shapiro and Jason Dodson in early November to discuss services and also properties owned by the county with a request to consider transferring deeds to Summit DD.
- November 4th is the Autism Summit and Mr. Trunk has been asked to be a panel speaker again this year.
- There is an employment summit at the Canton Hall of Fame on November 10th to engage employers and spotlight the benefits of employing individuals with disabilities.
- The next two Board Meetings are Tuesday, November 15th and Tuesday, December 13th to accommodate the holidays.

V. PRESIDENT'S COMMENTS

Mr. Dohnal expressed feelings of encouragement for all the good work staff are doing and thanked everyone for continuing to move forward in the Board's Mission.

VI. EXECUTIVE SESSION

RESOLUTION

No. 16-10-06

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 public employees. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mr. Briggs.

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

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

BOARD MEETING *(continued)*

The regular session of the Board Meeting adjourned at 5:50 p.m.

The Board entered Executive Session at 5:55 p.m.

The Board Meeting reconvened at 6:03 p.m.

VII. ADDITIONAL ACTION ITEMS

A. EMPLOYMENT CONTRACT – JOSEPH ECK

RESOLUTION No. 16-10-07

Mr. Briggs moved that the Board approve a contract of employment for Joseph Eck, Director of Labor Relations and Risk Management, for the period April 21, 2017 through April 20, 2019. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. EMPLOYMENT CONTRACT – LYNN SARGI

RESOLUTION No. 16-10-08

Mrs. Ricks moved that the Board approve a contract of employment Lynn Sargi, Director of Human Resources, for the period February 21, 2017 through February 20, 2019. The motion, seconded by Mr. Briggs, was unanimously approved.

C. EMPLOYMENT CONTRACT EXTENSION – BARBARA JONES

RESOLUTION No. 16-10-09

Dr. Dwyer moved that the Board approve a six-month extension to the contract of employment for Barbara Jones, Quality Manager, for a total contract period of June 15, 2015 through June 14, 2017. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

VIII. ADDITIONAL DISCUSSION

As part of new business, Mr. Dohnal provided the Board Members with a status update on the Ball v. Kasich lawsuit filed by Disability Rights Ohio (DRO). In that Mr. Dohnal is also a Trustee of the Ohio Association of County Boards (OACB), he thought it would be beneficial to gather some feedback on how Summit DD Board Members felt about the litigation.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2016

BOARD MEETING *(continued)*

VIII. ADDITIONAL DISCUSSION *(continued)*

The lawsuit alleges that the Ohio Department of Developmental Disabilities has not done enough to shift state rules and funding to promote more integration and inclusion of persons with developmental disabilities into their communities. Board Members discussed the pros and cons of OACB becoming involved in the lawsuit.

There being no further business, the Board Meeting adjourned at 6:45 p.m.

Denise Ricks, Secretary

SUMMIT COUNTY BOARD OF DEVELOPMENTAL DISABILITIES

2017 BOARD MEETING SCHEDULE

Combined Work Sessions and Regular Monthly Meetings

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

January 26th
February 23rd
March 23rd
April 27th
May 25th
June - ***NO MEETING***
July 27th
August 24th
September 28th
October 26th
TUESDAY, November 14th (*)
TUESDAY, December 12th (*)

January 25, 2018

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