

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

AGENDA

Thursday, April 27, 2017
Administration – lower level conference center
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

None

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- II. VOLUNTEER GUARDIAN PROGRAM
III. SURPLUS INVENTORY
IV. MARCH FINANCIAL STATEMENTS
V. REVISED POLICY 2004 – DRIVING POLICY

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. March 23, 2017 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. VOLUNTEER GUARDIAN PROGRAM
 - 2. SURPLUS INVENTORY
 - 3. MARCH FINANCIAL STATEMENTS
 - B. HR/LR COMMITTEE
 - 1. REVISED POLICY 2004 – DRIVING POLICY
- VII. SUPERINTENDENT’S REPORT
 - A. MARCH DD AWARENESS ACTIVITIES UPDATE
 - B. CENSUS
 - C. PROVIDER SELECTION BEST PRACTICES AND TOOLS
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

Summit County Board of Developmental Disabilities TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
2017 TANF Summer Youth Work Experience Program	Partnership between Summit County Job and Family Services, Summit DD and Six private providers to support eligible students in an eight week summer work experience program.	Recommend approval to partner with Summit County Job and Family Services and six private providers to support eligible students in a summer work experience program.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Summer Work Experience Program/Transition Services for Youth

of Individuals Currently Served: Last year Summit DD partnered with eight private providers to serve 40 students.

Summit County Job and Family Services has requested to partner with Summit DD on supporting up to 35 eligible students in the TANF Summer Work Experience Program. Summit County Job and Family Services has allotted \$105,000, with Summit DD contributing an additional \$80,000 for a total of \$185,000.

The 2017 TANF Summer Youth Work Experience Program, is an eight week summer work experience program that is administered by the Summit County Job and Family Services Department. To be able to participate, students must be between the ages of 14 and 24 and live with a family that has an income that is at or below 200% of the federal poverty. For students that are 19 and older, another minor child must also reside in the home as well.

This year the program will run June 12th through August 5th, with students working 20 hours per week in local business across Summit County. Students will be paid \$9.25/hr. The monies allocated to Summit DD for this program will cover the cost of an onsite job coach and transportation services. Summit DD will partner with the following six private providers to support students in this summer work experience program.

Ardmore Inc.
Community Connections of Northeast Ohio
Koinonia
Louisa Ridge
REM-Ohio
Weaver Industries

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

Submitted By: Drew Williams

Date: April 2017

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
ARDMORE, 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 **Ardmore, Inc.** with its principal office located at **981 East Market Street, Akron, Ohio 44305**, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Ardmore, Inc.** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-12 Home and Community Based service Waiver Supported Employment Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.
- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.

- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.
- R. "Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between the Provider and the County of Summit Department of Job and Family Services (CSDJFS), its relationship to CSDJFS is that of Independent Contractor and not as an employee."

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 **TWENTY ONE THOUSAND THREE HUNDRED FORTY FOUR DOLLARS AND 00/100 (\$21,344.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Ardmore, Inc.
Yvette Diaz, Executive Director
981 East Market Street
Akron, Ohio 44305

- 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***

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.



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
COMMUNITY CONNECTIONS NORTHEAST OHIO**

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 **Community Connections Northeast Ohio** with its principal office located at **69 Graham Road, Unit G, Cuyahoga Falls, Ohio 44223**, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Community Connections Northeast Ohio** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-12 Home and Community Based service Waiver Supported Employment Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.

- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.
- R. Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between the Provider and the County of Summit Department of Job and Family Services (CSDJFS), its relationship to CSDJFS is that of Independent Contractor and not as an employee."

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 **FORTY FOUR THOUSAND, TWO HUNDRED SIXTY FOUR AND 00/100 DOLLARS (\$44,264.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Community Connections Northeast Ohio
Robin Bacola, Executive Director
69 Graham Road, Unit G
Cuyahoga Falls, Ohio 44223

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
KOINONIA ENTERPRISES, 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 **Koinonia Enterprises, LLC**, with its principal office located at 6161 Oak Tree Boulevard, Independence, Ohio 44131, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Koinonia Enterprises, LLC** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-15 Home and Community Based Services Waivers-Supported Employment-Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.

- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. 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 **TWENTY ONE THOUSAND THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$21,344.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Koinonia Enterprises, LLC
Diane Beastrom, President and CEO
6161 Oak Tree Boulevard
Independence, Ohio 44131

- 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.



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
LOUISA RIDGE 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 **Louisa Ridge Day Services** with its principal office located at **1013 Portage Trail, Suite 2, Cuyahoga Falls, Ohio 44221**, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Louisa Ridge Day Services** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-12 Home and Community Based service Waiver Supported Employment Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.
- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.

- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.
- R. "Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between the Provider and the County of Summit Department of Job and Family Services (CSDJFS), its relationship to CSDJFS is that of Independent Contractor and not as an employee."

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 **FORTY FOUR THOUSAND TWO HUNDRED SIXTY FOUR DOLLARS AND 00/100 (\$44,264.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Louisa Ridge Day Services
1016 Portage Trail
Cuyahoga Falls, Ohio 44221

- 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***

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.



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
REM OHIO**

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 **REM Ohio**, with its principal office located at 470 Portage Lakes Drive, Suite 106, Akron, Ohio 44319, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **REM Ohio** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-12 Home and Community Based service Waiver Supported Employment Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.
- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.

- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.
- L. 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.

- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.
- R. Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between the Provider and the County of Summit Department of Job and Family Services (CSDJFS), its relationship to CSDJFS is that of Independent Contractor and not as an employee."

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 **TWENTY TWO THOUSAND NINE HUNDRED TWENTY AND 00/100 DOLLARS (\$22,920.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: REM Ohio
470 Portage Lakes Drive, Suite 106
Akron, Ohio 44319

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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



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

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 **Weaver Industries** with its principal office located at **520 South Main Street, Suite 2441, Akron, Ohio 44311** hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Weaver Industries** for the **TANF Summer Youth Work Experience 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: 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. 5123:2-9-15 Home and Community Based Services Waivers-Supported Employment-Community (Attachment 1); 5123:2-9-18 Home and Community Based service Waiver Non-Medical Transportation (Attachment 2); SYE17 Payroll schedule (Attachment 3).

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Provide onsite job coaching/supervision paid at an hourly rate of \$47 for job coaching and transportation services for students in the TANF Summer Youth Work Experience Program.
- C. Provide transportation in alignment with the Non-Medical Transportation rule.
- D. Ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule.

- E. Complete a job coaching report for each student identifying work completed, areas the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. All staff providing onsite job coaching/supervision services must have current certifications, updated background check and, if providing Non-Medical Transportation, meet all requirements.
- G. 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.
- H. 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.
- I. 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.
- J. 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.
- K. 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.

- L. 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.
- M. 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.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. 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.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. 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 **TWENTY ONE THOUSAND THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS (\$21,344.00)** and is limited to the Summit DD'S 2017 appropriation.
- B. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2017 through September 30, 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
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Weaver Industries
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.
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******* 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.

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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
Volunteer Guardian Program	Agreement between Summit DD and other public partners including the Probate Court to acquire guardianship services for eligible individuals	Approve the renewal of a Memorandum of Agreement between Summit DD, Summit County Public Health (SCPH), Summit County Probate Court, ADM Board, and DJFS in support of the Voluntary Guardian Program for the period April 1, 2017 through March 31, 2018 in an amount not to exceed \$50,000.
SUPPORTING DATA FOR RECOMMENDATION		
<p>Service Area: Superintendent</p> <p># of Individuals Currently Served: 99 (156 cases have been opened since inception of program, not all individuals are eligible for SCDD services)</p> <p>Additional # of Individuals Served: Unknown. Referrals are random, but cases have increased each year the program has been in operation.</p> <p>Amount of Increase: \$25,000 (from \$25,000 in previous years to \$50,000)</p>		
<p>Guardianships assist people, known as wards, who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability.</p> <p>In many cases a ward has no children or other family member to serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the Volunteer Guardian Program to serve as the legal guardian. The program is operated through a contract by Jewish Family Services of Akron. Stakeholders include SCDD, the ADM Board, Summit County Public Health, Summit County Probate Court and Summit County DJFS.</p> <p>Clearly not all individuals with developmental disabilities, or other mental and/or physical impairments for that matter, require the services of a guardian. Only a small percentage of those who are SCDD eligible do. However, when family members are not available and a guardian is necessary, the availability of one through the County Probate Court is essential.</p> <p>This agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases and recruiting additional volunteer guardians. There are currently approximately 80 Volunteer Guardians. Specific deliverables as part of the agreement, beyond recruiting and training volunteers include: accepting referral of clients needing a guardian, matching volunteer guardians with clients, assuring monthly visits take place and case notes are completed and filed, and participating and reporting back to the Advisory Committee on a quarterly basis.</p> <p style="text-align: center;">Recommended for approval by the April Finance & Facilities and Services & Supports Committees.</p>		

Submitted By: John TrunkDate: April 7, 2017
 For: ☒ Superintendent/Assistant Superintendent
☒ Finance & Facilities Committee
☒ Services & Supports Committee
☐ HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Surplus inventory	Summit DD has items in inventory that are no longer needed or usable	The Board approve the request to auction or dispose of the surplus inventory
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p>There is a large amount of surplus equipment that is no longer needed that Summit DD would like to sell for fair market or scrap value.</p> <p>These assets are identified on the attached list(s).</p> <p>It is Summit DD's desire to offer for sale surplus assets that are no longer needed by Summit DD via internet auction where assets are sold to the highest bidder. Any assets remaining will be disposed of in an environmentally safe manner.</p> <p>The internet auction will be conducted by a Summit County vendor that specializes in this area.</p> <p>It is recommended that the Board approve the request to remove and sell or scrap the identified surplus assets in accordance with the Ohio Revised Code.</p> <p style="text-align: center;">Recommended for approval by the April Finance & Facilities Committee</p>		

Submitted By: Russ DuPlainDate: April 2017
 For: ☐ Superintendent/Assistant Superintendent
☒ Finance & Facilities Committee
☐ Services & Supports Committee
☐ HR/LR Committee

<u>Quantity</u>	<u>Description</u>	<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
4	Childs Plastic Chair, Red	None	auction
1	Blue Stroller	None	auction
1	R82 Purple Stroller	None	auction
1	Desk Chair, Black	025816	auction
1	Desk Chair, Gray	DD201766	auction
1	Desk Chair, Black	DD201779	auction
1	Desk Chair, Gray	DD201765	auction
2	Child's Upright Stand w/Wood Base	None	auction
3	Rifton Child Support Stand on Wheels, Blue	021225	auction
1	Child's Stroller w/Restraint Seat	None	auction
2	Theradapt Incline Support Board	None	auction
1	Plastic Chair, Red	DD201797	auction
1	Plastic Chair, Red	DD201772	auction
1	Plastic Chair, Red	DD201845	auction
1	Plastic Chair, Red	DD201846	auction
1	Tumble Forms Child's Chair w/Wheels, Blue	None	auction
1	Plastic Step Stool, White	None	auction
1	Plastic Step Stool, Blue	None	auction
1	Tube Type Cushion, Green	None	auction
1	Wooden Stool	None	auction
1	Childrens Rectangular Table, Yellow Top	None	auction
1	Jonti-Craft Child's Wood Bench W/Red Cushion	None	auction
1	Jonti-Craft Child's Wood Seat W/Red Cushion	None	auction
1	Little Tykes Plastic Wagon	None	auction
1	Rifton Incline Support Board w/Wheels, Brown Frame	026527	auction
1	Fischer-Price Baby Buggy	None	auction
1	Tumble Form Poly Cushion, Red	None	auction
1	Plastic Chair, Black	DD201794	auction
1	Plastic Chair, Black	DD201791	auction
1	Plastic Chair, Black	DD201788	auction
1	Plastic Chair, Black	DD201795	auction
1	Plastic Chair, Black	DD201796	auction
1	Plastic Chair, Black	DD201793	auction
1	Round Table	DD201789	auction
1	Round Table	DD201768	auction
22	Child's Cot w/flat Dolly, Blue	None	auction
1	Silver Metal Sign Display Stand	None	auction
1	Wedge Shape Cushion, Red	None	auction
1	Wedge Shape Cushion, Blue/Yellow	None	auction
1	Rectangular Folding Table, Blue Top	DD203767	
1	Rectangular Folding Table, Blue Top	DD203768	
1	Balloon Machine, Red	DD203769	auction
1	Plastic Folding Table, White Top	DD203770	
1	Plastic Folding Table, White Top	DD203771	
1	Plastic Folding Table, White Top	DD203772	
1	Small Folding Table, Woodgrain Top	DD203773	
1	Small Folding Table, Woodgrain Top	DD203774	
1	Metal Folding Chair, Gold	DD201798	
1	Plastic Square Table, Gray	DD203775	
5	Child's Rectangular Table	None	auction
2	Hexagon Mats, Multicolor	None	auction
1	Small Wood Table	None	auction

<u>Quantity</u>	<u>Description</u>	<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
30	Child's Cot, Blue	None	auction
2	Angeles Wood Baby Crib	None	auction
16	Sport Time Gym Mats, Blue/Yellow	None	auction
1	Child's Rocking Horse	None	auction
1	Angeles Bye Bye Buggy, Red	DD203609	auction
1	Angeles Bye Bye Buggy, Red	DD203607	auction
1	Angeles Bye Bye Buggy, Red	DD203521	auction
1	Angeles Bye Bye Buggy, Red	DD203520	auction
1	Angeles Bye Bye Buggy, Red	DD203532	auction
1	Angeles Bye Bye Buggy, Red	DD203531	auction
1	Child's Table, Blue	DD203510	auction
1	Child's Small Rectangular Table	None	auction
3	Childs' Plastic Chair, Blue/Black	None	auction
2	Wood & Metal Flat Dolly, Blue	None	auction
1	Calico Child's Play Cabinet, Wood	None	auction
1	Baby Stroller w/Nylon Seat, Black/Purple	None	auction
1	Fischer-Price Rocking Cradle	None	auction

		<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
	Items From Jet Room (UD-17)		
2	Child's Retangular Table, Red Legs	None	auction
1	Wood Bookcase	05295	auction
1	Wood Shelf Unit, White	None	auction
1	Two Door Metal Cabinet, Brown	DD202381	
1	Two Door Metal Cabinet, Brown	DD202382	
1	Wood Shelving Unit	None	auction
1	Two Door Metal Cabinet, Tan	DD202655	
13	Child's Plastic Chair, Yellow	None	auction
11	Child's Cot, Blue	None	auction
4	Child's Plastic Chair, Dark Gray	None	auction
1	Plastic Chair, Blue	None	auction
1	Construction Paper Cutter on Wood Base	None	auction
3	Wood Organizer Unit, Blue/White	None	auction
2	Wood Organizer Unit, Yellow/White	None	auction
2	Wooden Bookcases	None	auction
2	Bulletin Boards	None	auction
1	ChildCraft Child's Seat w/Red Cushion	None	auction
1	Little Tykes Toddler's Plastic Seat, Blue/White	None	auction
1	Rubbermaid Two Door Cabinet, Beige	None	auction
1	Folding Table, Woodgrain Top	None	auction
1	Child's Wood Changing Table	None	auction
1	Child's Round Table, Purple Top	None	auction
1	Wood Organizer Unit w/Wheels, Wood Finish	None	auction
1	Wood Organizer Unit w/Wheels, White	None	auction
1	Childcraft Child's Desk w/Organizer Shelf Unit	None	auction
1	Black Plastic Retractable Stand	None	auction

Items From Room UD-27 (Old D9)	<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
1 Wall Mounted Medicine Cabinet, Green	027173	auction

<u>Quantity</u>	<u>Description</u>	<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
1	Wooden Play Microwave on Stand	None	auction
1	Wooden Play Refrigerator	None	auction
1	Fischer-Price Toy	None	auction
1	Batat Wood Puzzle Cube	None	auction
1	Plastic Table, White	DD202092	?
1	RB2 Mustang Upright Walker, Red	None	?
1	IV Stand	023939	?
1	IV Stand	DD202084	?
1	IV Stand	DD202321	?
1	IV Stand	023975	?
1	IV Stand	DD202323	?
1	IV Stand	DD202322	?
1	IV Stand	023235	?
1	Wooden Floor Shelf Unit	None	auction
1	Plasticade Signicade	None	auction
1	Little Tykes Plastic Frame Chalkboard, Red	None	auction
3	Plastic Child's Chair, Blue	None	?
1	Little Tykes Plastic Pull Wagon	None	?
2	Boxes of Toys	None	?
1	Theradapt Small Mobie Base, Wood	None	?
1	The Step Platform w/4 small Bases, Plastic	None	?
1	E216 Small Bath Chair, Plastic	None	?
1	Quickie P200 Wheelchair	None	?
1	Rifton Chair and Mobile Platform	None	?
1	Rifton Chair	None	?
1	Rifton 14" Advancement Chair	None	?
1	Rifton Wood Chair w/Wheels	026543	?
2	Designer Infant Car Seats	None	?
2	Wood Platforms	None	?
2	Tumble Forms Feeder Sear Seat, Blue	None	?
1	Theradapt Wood Chair w/Blue Pads	None	?
2	Plastic Car Booster Seat, Black	None	?
1	Tumble Forms Poly Seat w/Poly Wedge, blue	None	?
1	Rifton R120 Tricycle, Red	None	?
1	Amtryke Tricycle, Red	None	?
1	Kaye Upright Chair w/Platform on Wheels & Wood Tray	None	?
1	Rifton Pacer 502 Walker, Red	None	?
1	MJM Walker w/White Tube Frame	None	?
1	Blue Mesh Cot w/Metal Stand	None	?
1	Child's Cot, Blue	None	?
1	Wheelchair, Purple Frame	None	?
1	Wheelchair, Black Frame w/Front Plastic Tray	None	?
1	Kaye Brand Metal Walker, Red Handlebars	None	?
1	Medic Brand Metal Walker	None	?

<u>Items From RSS Room (UD-20)</u>		<u>Tag #</u>	<u>Condition</u> <u>Scrap or Auction</u>
1	4 Drawer File Cabinet, Gray	025987	auction
1	Desk	026098	auction
1	Desk	026105	auction
1	4 Drawer File Cabinet, Beige	DD202114	auction

Quantity	Description	Tag #	Condition:
			Scrap or Auction
1	Desktop (Dell Optiplex 3010)	332NPW1	Auction
1	Desktop (Dell Optiplex 3010)	8JJZWV1	Auction
1	Desktop (Dell Optiplex 3010)	C5HRVV1	Auction
1	Desktop (Dell Optiplex 3010)	C5NRVV1	Auction
1	Desktop (Dell Optiplex 3010)	C5PPVV1	Auction
1	Desktop (Dell Optiplex 3010)	GMKH0R1	Auction
1	Desktop (Dell Optiplex 3010)	JN1ZV1	Auction
1	Desktop (Dell Optiplex 3010)	JQ9X5V1	Auction
1	Printer (HP LaserJet CP2025)	CNBS300476	Auction
1	Printer (HP LaserJet 400 Color MFP)	CNC8DD98JB	Auction
1	Printer (HP LaserJet 4050TN)	USCF010612	Auction
1	Monitor (Acer AL1716F)	73004106340	Auction
1	Monitor (Dell 1909WF)	FSZ105R00900A	Auction
1	Monitor (Dell P2213B)	CNOFJ44J7444545RA3VM	Auction
1	Monitor (Viewsonic VG2228WM)	S34111800686	Auction
1	Monitor (Viewsonic VG1930WM)	QC4065001394	Auction
1	Monitor (Dell E2211HC)	CN07N0126418018J0PTM	Auction
1	Monitor (Planar PX2210MW)	PC0385JA09005	Auction
1	Monitor (Planar PX2210MW)	PC0385JA08995	Auction
1	Monitor (Elo E216794)	101058925LIS6262948K	Auction
1	Monitor (Dell 1909WF)	FGL0000071401P193100	Auction
1	Monitor (Dell P170ST)	CN0C2JMK744450CPAMCS	Auction
1	Monitor (Viewsonic VG2230WM3)	RBD093603126	Auction
1	Monitor (Dell 2407WFPB)	CN0CC3024663367D0LV5	Auction
1	Monitor (ViewSonic VG2230VM)	RBD093602526	Auction
1	Monitor (Elo E686772)	728117269C	Auction
1	Monitor (Acer X173W)	82900028642	Auction
1	Monitor (LG W1934SI)	803UXCR2M539	Auction
1	Monitor (Dell 1708FPI)	CN0C552H728728611C02	Auction
1	Monitor (Acer AL1716F)	73106281140	Auction
1	Monitor (Elo ET1925L)	925LIS6171815K	Auction
1	Monitor (Samsung 2441)	BR24TLVZLC03183V	Auction
1	Monitor (Acer AL1716F)	ETL460C2887300A067404E	Auction
1	Monitor (Viewsonic VG2228WM)	S34111800686	Auction
1	Monitor (Elo ET1925L)	A09C001460	Auction
1	Monitor (Dell E248WFPB)	CN0RN071742617BQ3C8S	Auction
1	Sony Handycam Camcorder, 14.2 MP, AVCHD with 18-200mm F3.5-6.3 Lens (Incl		Auction
1	Sony Handycam Camcorder, 14.2 MP, AVCHD with 18-200mm F3.5-6.3 Lens (Incl		Auction
1	Canon 60D Camera, 18.1 MP, with 18-135mm Lens (Includes camera bag)		Auction
1	Canon 60D Camera, 18.1 MP, with 18-135mm Lens (Includes camera bag)		Auction
1	Broken Lens, 18-55mm		Scrap
1	Broken Lens 18-270mm		Scrap
1	Broken Camera and lens		Scrap
1	Broken Camera		Scrap
1	Broken Light Kit		Scrap

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE THREE MONTHS ENDED MARCH 31, 2017 AND 2016

	3/31/2017			3/31/2016				
	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2016 ANNUAL BUDGET	2016 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 50,015,032	\$ -	\$ 50,015,032	100.0%	\$ 50,543,000	\$ 12	\$ 50,542,988	100.0%
REIMBURSEMENTS	12,485,745	2,173,980	10,311,765	82.6% 1	13,915,074	6,347,689	7,567,385	54.4%
GRANTS	1,627,402	300,803	1,326,599	81.5% 2	1,434,473	334,718	1,099,755	76.7%
CONTRACT SERVICES	157,110	217,231	(60,121)	-38.3%	291,750	25,576	266,174	91.2%
REFUNDS	-	7,685	(7,685)	0.0%	-	1,190	(1,190)	0.0%
OTHER RECEIPTS	63,243	156,519	(93,276)	-147.5% 3	72,456	98,556	(26,100)	-36.0%
TOTAL REVENUE	\$ 64,348,532	\$ 2,856,218	\$ 61,492,314	95.6%	\$ 66,256,753	\$ 6,807,741	\$ 59,449,012	89.7%
OPERATING EXPENDITURES								
SALARIES	\$ 21,676,369	\$ 5,004,841	\$ 16,671,528	76.9%	\$ 23,384,781	\$ 5,410,706	\$ 17,974,075	76.9%
EMPLOYEE BENEFITS	9,854,803	2,179,402	7,675,401	77.9%	9,408,874	2,293,404	7,115,470	75.6%
SUPPLIES	958,239	217,182	741,057	77.3% 4	1,252,728	224,572	1,028,156	82.1%
TRAVEL AND TRAINING	336,950	79,688	257,262	76.4%	382,260	86,906	295,354	77.3%
DIRECT CONTRACT SERVICES	8,264,516	2,361,772	5,902,744	71.4%	9,054,720	2,193,133	6,861,587	75.8%
INDIRECT CONTRACT SERVICES	3,034,648	573,642	2,461,006	81.1% 5	3,197,344	694,557	2,502,787	78.3%
MEDICAID COSTS	24,765,000	5,965,818	18,799,182	75.9%	24,715,000	5,942,330	18,772,670	76.0%
UTILITIES	702,100	161,171	540,929	77.0%	746,018	171,955	574,063	77.0%
RENTALS	142,675	44,816	97,859	68.6%	357,700	393,336	(35,636)	-10.0%
ADVERTISING	132,000	30,469	101,531	76.9%	127,500	18,379	109,121	85.6%
OTHER EXPENSES	363,323	107,698	255,625	70.4%	383,424	110,272	273,152	71.2%
EQUIPMENT	256,000	116,902	139,098	54.3%	277,500	24,216	253,284	91.3%
REAL PROPERTY IMPROVEMENTS	379,000	208,538	170,462	45.0% 6	400,000	11,571	388,429	97.1%
TOTAL EXPENDITURES	\$ 70,865,623	\$ 17,051,939	\$ 53,813,684	75.9%	\$ 73,687,849	\$ 17,575,337	\$ 56,112,512	76.1%
NET REVENUES AND EXPENDITURES	\$ (6,517,091)	\$ (14,195,721)			\$ (7,431,096)	\$ (10,767,596)		
BEGINNING FUND BALANCE		ACTUAL						
PLUS: REVENUE	\$ 55,998,359	\$ 55,998,359						
LESS: EXPENDITURES	64,348,532	2,856,218						
	(70,865,623)	(17,051,939)						
ENDING FUND BALANCE	\$ 49,481,268	\$ 41,802,638						

Recommended for approval by the April

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

Summit County Board of Developmental Disabilities TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Revision of Board Policy 2004 – Driver Policy	Revise Policy 2004 to clarify requirements and update terminology	Approval of revised Policy 2004
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p>The revised policy explicitly references an Ohio Administrative Code Rule prohibiting drivers with six (6) points on their drivers' licenses from transporting persons served.</p> <p>The revised policy specifies under what circumstances post-accident drug and alcohol screening is required (which was previously addressed only in the Board's drug-free workplace procedure).</p> <p>The revised policy substitutes current for obsolete terminology.</p> <p style="text-align: center;">Recommended for approval by the April HR/LR Committee.</p>		

Submitted By: Joe Eck, Dir. LR & RMDate: April 7, 2017
 For: ☐ Superintendent/Assistant Superintendent
☐ Finance & Facilities Committee
☐ Services & Supports Committee
☒ HR/LR Committee

2004 - DRIVING POLICY

~~It is the policy of Summit DD to ensure that all operators of a motor vehicle, while used on official business, are qualified to drive and exercise this privilege in a safe, responsible manner. This policy includes both Board owned and privately owned motor vehicles used for business purposes.~~

~~Operators of motor vehicles are subject to all traffic laws of the State of Ohio, County of Summit and municipalities. If an employee is required to drive out of state for work related purposes, the employee is subject to the traffic laws of those states, counties and/or municipalities.~~

Authorized Driver

~~When driving is a condition of employment, the employment offer is made contingent upon satisfactory proof of an acceptable driving abstract reported by the State of Ohio Bureau of Motor Vehicles. Summit DD shall obtain and review the State of Ohio Bureau of Motor Vehicles driving abstract of those employees responsible for using Summit DD owned vehicles or their own vehicles for work related purposes on a regular basis.~~

~~No vehicle, while on Summit DD business, shall be operated without a valid driver's license or by a driver with an unacceptable driving record as defined herein. Employees are required to maintain a valid driver's license and liability auto insurance in accordance with all applicable laws and regulations. No less than annually, employees are required to provide proof of a valid driver's license and liability auto insurance.~~

~~Employees are strictly prohibited from driving Summit DD owned vehicles to and from work unless prior written approval has been granted. All Summit DD owned vehicles are to be parked overnight in assigned lots unless prior written approval has been granted. These exceptions shall be reviewed on a regular basis.~~

Prohibited Use of Cell Phone/PDA While Driving

~~Summit DD employees are prohibited from using a business/personal cell phone/personal digital assistant (PDA) while operating a Board owned/operated or privately owned vehicles to conduct official Board business. Employees are prohibited from operating a cell phone/PDA while transporting persons served in Summit DD owned/operated or privately owned vehicles.~~

2004 - DRIVING POLICY *(continued)*

~~If a job/assignment requires that an employee keeps a cell phone/PDA turned on while driving, the employee is expected to pull to the side of the road and safely stop the vehicle before placing or accepting a call. Sending or responding to an email or text message or engaging in any other activity that can be construed to be a driving distraction (e.g. eating, attending to personal hygiene, etc.) is strictly prohibited while operating a motor vehicle.~~

~~Employees are expected to follow applicable federal, state and local laws and regulations regarding the use of a cell phones/PDA at all times including driving. If an employee is in an accident and/or convicted of a traffic violation linked to the use of a cell phone/PDA while driving a vehicle for official Summit DD business, any costs, fees, fines and/or damages shall be solely the responsibility of the driver.~~

This policy applies to all employees who operate a Summit DD-owned or privately owned motor vehicle for purposes of conducting Summit DD business. All such employees are subject to all traffic laws of the United States, the State of Ohio, and all relevant political subdivisions. If an employee is involved in a collision/accident or convicted of an offense related to a violation of such a law while operating a motor vehicle to conduct Summit DD business, any costs, fees, fines and/or damages shall be solely the responsibility of the employee.

Pursuant to Ohio Administrative Code Rule 5123:2-2-02(C)(4), under no circumstances shall any Summit DD employee having six (6) or more points on his or her driving record be permitted to transport persons with developmental disabilities while conducting Summit DD business.

Distracted Driving Prohibited

Summit DD employees are prohibited from engaging in distracted driving while operating a motor vehicle to conduct Summit DD business. Activities barred by this prohibition include but are not limited to talking on a mobile phone, reading or sending a text or email message, eating, attending to personal hygiene, and other activities that may distract a driver from operating a motor vehicle in a safe and lawful manner.

If an employee is involved in a collision/accident or convicted of a traffic violation linked to distracted driving while driving a motor vehicle to conduct Summit DD business, any costs, fees, fines and/or damages shall be solely the responsibility of the driver.

Motor Vehicle Collisions/Accidents

Any Summit DD employee who is involved in a collision/accident while driving a Summit DD-owned or privately owned motor vehicle while working (including paid break and lunch time, not including commuting to/from work) is required to report the collision/accident in accordance with Summit DD procedures.

Post-accident drug testing is required in cases in which:

- A. A fatality occurs; or
- B. The employee receives a citation and
 - 1. A person is medically evacuated from the scene, or
 - 2. A vehicle is towed from the scene.

Summit DD-Owned Vehicles

It is the policy of Summit DD to ensure that employees for whom driving a Summit DD vehicle is a condition of employment have a valid driver's license and a driving record that is acceptable to Summit DD and its insurance carrier.

Employees are strictly prohibited from using Summit DD vehicles for personal business or transporting family members, friends or other individuals or items not authorized to be transported in such vehicles. Employees are strictly prohibited from driving Summit DD vehicles to and from work unless prior written approval of the Superintendent has been granted. Any such approval shall be reviewed on a regular basis.

Privately Owned Vehicles

It is the policy of Summit DD to ensure that all employees for whom driving a privately owned motor vehicle for purposes of conducting Summit DD business is a routine and integral job function have a valid driver's license, a driving record that is acceptable to Summit DD and its insurance carrier, and liability automobile insurance that complies with all applicable laws and regulations.

Ohio Administrative Code Rule 5123:2-2-02(C)(4)

Policy 2028 – Drug-Free Workplace

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, March 23, 2017
5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, March 23, 2017 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

Randy Briggs, Board President
Dave Dohnal, Vice President
Denise Ricks, Secretary
Tom Quade
Joe Siegfert
Meghan Wilkinson
Allyson Lee

ALSO PRESENT

John J. Trunk, Superintendent
Lisa Kamlowsky, Assistant Superintendent
Holly Brugh, Director of SSA &
Children's Services
Billie Jo David, Director of Communications
& MUI
Maggi Albright, Recording Secretary

Joe Eck, Director of Labor Relations &
Risk Management
Drew Williams, Director of Community
Supports & Development
Mira Pozna, Director of Fiscal
Russ DuPlain, Director of IT &
Facilities
and others

I. INTRODUCTION OF NEW BOARD MEMBER – ALLYSON V. LEE

Mr. Trunk introduced Summit DD's newest Board Member, Allyson V. Lee and welcomed her to the Board. Mrs. Lee was appointed to the Board by Probate Judge Elinore Stormer for a term ending December 31, 2018. She has lived in Summit County for approximately 32 years and is currently the Director of Head Start/Early Head Start at Akron Summit Community Action. Mrs. Lee is a graduate of the University of Akron. Mrs. Lee stated she looks forward to the opportunity to serve on the Board and getting to know everyone.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

WORK SESSION *(continued)*

II. ASSIGNMENT OF BOARD MEMBERS TO ETHICS COMMITTEE

In order for the full Board to perform the duties of the Ethics Committee, the Board would need to adopt a policy specifying the Board is not willing to enter into direct services contracts with any person who is a Board Member, a former Board Member or a member of the immediate family of a Board Member or former Board Member. While it is unlikely that such a situation would arise within the current Board composition, adopting such a policy would remove existing flexibility so it is not recommended. The recommendation is to have the Board appoint three Board Members to serve as the Ethics Committee, with the preference of appointing Board Members who will not have any interest in direct services contracts during the next two-year period.

III. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT

Summit DD has partnered with the Oriana House since October 2012 to provide an Alternative Environment Program (AEP), which is a pretrial diversion option to house individuals with developmental disabilities who are facing certain criminal charges in lieu of awaiting trial/disposition in the Summit County jail. In past years, the contract has ensured the availability of four beds (3 male and 1 female) in a restrictive, structured, residential environment. However, the female bed has never been used and, at most, only two male beds have been used at one time. Recently, the need arose for a female placement and Oriana House has made the accommodation. The contract supports services provided to individuals when they are placed in the AEP such as case management, crisis counseling, social skills group, medication compliance, hygiene, nutrition and recreation. In 2015, 261 bed days were used and 171 bed days were used in 2016. Mr. Briggs noted this program is in conjunction with the courts and probation department. The courts make the determination whether someone is eligible to enter into this program. The request is to enter into a contract for the period February 1, 2017 through December 31, 2017 in an amount not to exceed \$87,036. The contract reduces the number of beds to two male beds at a cost of \$50,000 per year and funds 200 bed days. The support services are at a cost of \$185.18/day. Funds are available in the budget and the Oriana House AEP contract has been recommended for approval by the February Finance & Facilities and Services & Supports Committees.

IV. SOUTHERN CENTER LEASE AGREEMENT

Summit DD will be discontinuing operations at the Southern Center at the end of June 2017. Ownership of this facility is currently being transferred from the County to Summit DD. The Greater Summit County Early Learning Center (GSCELC) would like to enter into a five-year lease agreement for this building beginning August 1, 2017. GSCELC is a highly rated public conversion school serving grades K-4.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

WORK SESSION *(continued)*

IV. SOUTHERN CENTER LEASE AGREEMENT *(continued)*

The lease would generate \$40,000/year in revenue and would also ensure the building is not vacant. GSCELC has signed a Letter of Intent agreeing to the terms of a five-year lease. The lease agreement has been reviewed and recommended for approval by the February Finance & Facilities Committee.

V. LEVY BUDGET FORECAST

Current levy funding, which generates more than 80% of funding for services, expires on December 31, 2018. The continuation of funding is critical to ensure that 4,700 adults and children with developmental disabilities receive the services and supports needed to live their lives to the fullest. This levy is Summit DD's only operating levy. The request is to approve the budget forecast, presented in attachment #3, for a renewal of the existing 4.5 mill levy, for the period 2019-2024, to be placed on the ballot in November 2017. Houses valued at \$100,000 pay approximately \$11.50/month. It is recommended by the Social Services Advisory Board (SSAB) that the fund balance be no less than three months operating expenses and two quarters of waiver match. The levy supports Early Intervention (EI) services for more than 1,000 children and families from birth to age six and provides inclusion support to more than 100 private childcare centers that support over 280 children with special needs alongside typically developing children. More than 2,000 adults receive supports in community and facility-based settings, which includes transportation to and from their day program. In addition, more than 1,700 adults receive residential services. Levy funds are also used to provide monitoring and oversight of more than 500 private providers and to complete more than 1,300 MUI investigations. Local levy funding is used as Medicaid match to access \$70 million dollars of additional federal funding, which is invested directly into the local economy. Based on historical trend data, it is projected that the number of adults and children supported by the Board will continue to grow by approximately 5% (80-100 people) each year throughout the levy cycle. Growth will be in the areas of EI, SSA, transition support for school-age youth, inclusion support for community programs and in oversight and monitoring. Levy projections are based on actual expenditures from 2012-2016 as well as known and projected future budget impacts. The projections are predicated on the following assumptions:

Revenue

- Preliminary estimate of levy renewal proceeds was calculated and provided by the Summit County Fiscal Office
- Medicaid reimbursement revenue realized by the Board is decreased as individuals choose private providers
- Other revenue areas remain relatively flat throughout the levy cycle

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

WORK SESSION *(continued)*

V. LEVY BUDGET FORECAST *(continued)*

Expenditures

- Staff reductions are consistent with the current *Our Journey Forward* timeline and are offset by exit cost payouts and a 2.5% annual increase
- Employee benefits are consistent with staffing levels and include additional unemployment costs resulting from staff reductions
- Medicaid costs are increased as individuals choose private providers and new waiver growth
- Additional resources are added to direct service contracts for school-age youth transitioning into adulthood and provider support to achieve Long Range Plan goals
- Most other cost areas are decreased as individuals select other providers

Current projections continue to reflect deficit spending through the end of the next levy cycle. Detailed analysis of expenditures is performed with the annual budget preparations to meet the goals of the Long Range Plan within budget priorities. Mrs. Lee asked what make up the indirect service costs. Mr. Trunk responded this line item is for contracts for such things as copiers, professional fees, administrative support services, general operations, etc. If the levy does not pass, EI support will be discontinued for more than 1,000 children from birth to age six, more than 650 Special Olympics athletes will lose support and adults will be placed on waiting lists for necessary services, including residential supports and day programs. The levy budget forecast has been reviewed and recommended for approval by the March Finance & Facilities Committee.

VI. LIABILITY INSURANCE COVERAGE

Summit DD must maintain risk protection for Board operations and the current insurance policies expire March 31, 2017. Exposure has decreased over the previous twelve months due to the closure of Akron Center, sale of equipment and reduction in the number of vehicles in service. The recommendation is to approve insurance coverages for the period April 1, 2107 through March 31, 2108. Property and general liability, fleet/automobile liability and umbrella liability insurance would be through Selective Insurance Company in an amount not to exceed \$83,883. Directors and Officers and employment practices liability insurance would be through Selective Insurance Company in an amount not to exceed \$32,508. Cyber liability insurance would be through Illinois National Insurance Company in an amount not to exceed \$10,692. Total insurance premiums would not exceed \$127,083. Selective Insurance Company has an A+ superior rating. Illinois National Insurance Company has an A excellent rating. Mr. Briggs commented that the premium cost savings of approximately 10% is pretty good. Funds are available in the budget and the insurances have been recommended for approval by the March Finance & Facilities Committee.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

WORK SESSION *(continued)*

VII. FEBRUARY FINANCIAL STATEMENTS

February ended with deficit spending in the amount of \$11,544,776. Revenue for February included an increase in the property tax budget by the County Executive's office to reflect a revised tax collection estimate in the amount of \$92,000 and quarterly Title XX grant reimbursement in the amount of \$52,300. Expenditures in February included payment of the shared pool agreement through Cluster in the amount of \$110,700, payment of waiver administrative fees in the amount of \$313,300, payment to the Arc of Ohio for administration of the People Together Program in the amount of \$25,000, payment of annual OACB dues in the amount of \$75,000, payment to ComDoc for customized technical support of the document management system in the amount of \$77,100 and payment to Altura Communications for annual phone system maintenance in the amount of \$33,600. The fund balance at the end of February was \$44,453,583. Mr. Briggs asked what the fund balance should be at the end of the year. Mrs. Pozna replied that it should be \$32 million dollars, which is based on the calculation of three months operating expenses and two quarters of waiver match. The February Financial Statements have been recommended for approval by the March Finance & Facilities Committee.

VIII. REVISED POLICY 2006 – WEAPONS AND VIOLENCE-FREE WORKPLACE

Board Policy 2006 currently prohibits the possession of firearms in privately owned vehicles on Board property. Senate Bill 199, which became effective March 21, 2017, prohibits Summit DD from having or enforcing a policy that precludes people who are otherwise authorized to carry firearms from having a firearm and/or ammunition in their privately owned vehicle when it is parked on an employer's property, subject to specific conditions which include:

- Firearm(s) and/or ammunition must remain in the privately owned vehicle
- Firearm(s) and/or ammunition must be locked in a glove box, trunk or other container inside the vehicle when the person authorized to carry the firearm is outside of the vehicle
- The vehicle must be properly parked in an authorized location

There was discussion at the HR/LR Committee relative to having the authority to question visitor and staff about firearms in order to ensure compliance with this policy. Language was added on page two in the first paragraph to reflect that discussion. Mr. Briggs asked if the Board can require people to register if they have a firearm. Mrs. Kamlowsky replied that she found nothing in law that prohibits the Board from asking. Mr. Briggs stated he believes the Board has the right to know if there are firearms on the property and who is in possession and then has the discretion to conduct further investigation to determine if individuals in possession have the proper license to carry in order to protect staff and constituents. Mr. Briggs asked if it is a violation of this policy if staff or visitors do not report that they are in possession. Mr. Quade added that if it is and it is not reported, what are the repercussions.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

WORK SESSION (continued)

VIII. REVISED POLICY 2006 – WEAPONS AND VIOLENCE-FREE WORKPLACE (*continued*)

Mr. Briggs commented that people who do not report should be prohibited from being on Board property. Mrs. Kamlowisky stated the policy is currently not written with that language, however, if the Board would like the policy to read that way, it can be rewritten. Mr. Quade stated he believes that having an awareness of a potential risk is legitimate. Mr. Briggs added people should disclose even if they may have a firearm. Mrs. Wilkinson stated, with all due respect, the people who are willing to disclose are not the ones with which the Board should be concerned. Mr. Quade said the Board should not under appreciate the magnitude of violence. Mr. Briggs said that people who don't intend violence won't have a problem disclosing. Mrs. Wilkinson stated she disagrees and added this could promote hostility and some may feel discriminated against if they are required to disclose. She said there should be more conversation on this topic. Mrs. Lee added that she can certainly see both sides of the argument and noted that she would be in favor of considering disclosure and added that things are good until something bad happens and that perhaps the Board should lean toward disclosure of everyone. She asked how it will be handled with law enforcement on the property and asked if language needs to be included to exempt law enforcement officers. Mr. Trunk replied the Board contracts with law enforcement to be on site daily and there is language that speaks to law enforcement and military personnel as exceptions. Mr. Briggs asked if there is time sensitivity around revising this policy. Mr. Trunk replied there is no immediate need to approve this policy. Mr. Briggs stated the Board will not take action on this item tonight. Mrs. Kamlowisky indicated she would review the law again, redraft the policy and bring the revised policy back to the HR/LR Committee next month.

The work session adjourned at 5:39 p.m.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:39 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, welcomed Mrs. Lee to the Board. She asked if the Greater Summit County Learning Center (GSCLC) is a charter school. Mr. Trunk replied that by GSCLC's definition, they are a conversion school. Ms. Frank stated she attended an intake meeting at Community Connections and the individual loved the program and wanted to begin right away even though the start date is April 3rd. She also toured UDS and said it was nice to see former staff employed there and noted the individuals working at UDS seemed very happy. Ms. Frank commented her daughter is back in Summit County and there has already been a MUI. She said that when MUIs have occurred involving her daughter in other counties she has not been included; the MUI Department has included her and she is thankful to be kept informed. Ms. Frank noted she drove by one of the Board facilities at night and noticed the Summit DD signs are lit at night and stated how nice it looks.

II. APPROVAL OF MINUTES

A. FEBRUARY 23, 2017 (combined work session and regular meeting)

R E S O L U T I O N

No. 17-03-01

Mrs. Wilkinson moved that the Board approve the minutes of the February 23, 2017 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mr. Quade, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT

R E S O L U T I O N

No. 17-03-02

Mr. Quade moved that the Board approve a contract with the Oriana House for an Alternative Environment Program (AEP) for the period February 1, 2017 through December 31, 2017, in an amount not to exceed Eighty Seven Thousand Thirty Six Dollars (87,036.00), as presented in attachment #1, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Dohnal, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

BOARD MEETING *(continued)*

III. BOARD ACTION ITEMS *(continued)*

A. FINANCE & FACILITIES COMMITTEE *(continued)*

2. SOUTHERN CENTER LEASE AGREEMENT

R E S O L U T I O N

No. 17-03-03

Mr. Dohnal moved that the Board enter into a five-year lease agreement with Greater Summit County Early Learning Center in the amount of Forty Thousand Dollars (\$40,000.00) annually, within the parameters as outlined in attachment #2, and that the Superintendent be authorized to sign said lease agreement. The motion, seconded by Mrs. Ricks, was unanimously approved.

3. LEVY FUNDING CYCLE: JANUARY 1, 2019 THROUGH DECEMBER 31, 2024 – NOVEMBER 7, 2017 BALLOT ISSUE

R E S O L U T I O N

No. 17-03-04

Mr. Quade moved that the Board approve the request and proposal for a six (6) year renewal tax levy, as presented in the resolution form in attachment #8. The motion, seconded by Mr. Dohnal, was unanimously approved.

4. LIABILITY INSURANCE COVERAGE

R E S O L U T I O N

No. 17-03-05

Mrs. Ricks moved that the Board approve liability insurance coverage for the period April 1, 2017 through March 31, 2018, for the total amount not to exceed One Hundred Twenty Seven Thousand Eighty Three Dollars (\$127,083.00), as presented in attachment #4. The motion, seconded by Mr. Siegferth, was unanimously approved.

5. FEBRUARY FINANCIAL STATEMENTS

R E S O L U T I O N

No. 17-03-06

Mrs. Lee moved that the Board approve the February financial statements, as presented in attachment #5. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

BOARD MEETING (continued)

III. BOARD ACTION ITEMS (continued)

B. OTHER

1. ASSIGNMENT OF BOARD MEMBERS TO ETHICS COMMITTEE

RESOLUTION

No. 17-03-07

Mr. Quade moved that the Board appoint the following Board Members to serve as the Ethics Committee in 2017:

1. Randy Briggs
2. Joe Siegferth
3. Allyson Lee

The motion, seconded by Mr. Dohnal, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

A. LEVY UPDATE

Mr. Trunk advised that the following six community members have agreed to serve at the Levy Steering Committee: Phil Kaufmann, Ken Babby, Shon Christey, Bill Considine, Ron Fowler and Sarah Kline. He indicated the group will be meeting in April. The legislation approved by the Board tonight will go to County Council and will then be presented to the SSAB to make a recommendation to County Council about moving forward with the request. County Council approves a resolution to put the levy on the ballot and then it goes to the Board of Elections for approval by August 9th for the November 7th election.

B. EXECUTIVE SUMMARY – PROVIDER SATISFACTION

Summit DD conducts a monthly satisfaction survey of individuals and parents/guardians to determine levels of satisfaction with Summit DD as an administrator of services, satisfaction with the services they are receiving and relative levels of choices in their decision making. Random sample of interviews take place at the same time as the interviews with parents/guardians of those who completed their ISP meetings each month. After each month's data is collected, results are made available on an online dashboard. Reports are delivered each quarter with fourth quarter results included in the year-end report. The final sample for 2016 consisted of a total of 881 parents/guardians, 553 parents of adults, 328 parents of children and 896 individuals receiving services. Satisfaction with Summit DD as an Agency remains high with 73.7% of individuals reporting they are very happy and 85.1% of parents/guardians reporting high satisfaction.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

B. EXECUTIVE SUMMARY – PROVIDER SATISFACTION *(continued)*

Approximately 83.4% of individuals report high satisfaction with their SSA and 89.6% of parents/guardians report high satisfaction with the SSA. In the area of choices and friendships, most individuals feel that they choose how to spend their free time and their daily schedule. 88% of individuals report that they have friends that are not staff or family. One area that needs further attention is an individual's ability to choose their roommates. Currently, only 39% of individuals feel that they can choose their own roommates. In the area of decision involvement and communication, a high percentage of individuals and parents/guardians feel that they helped to create the ISP and that the ISP is easy to understand. One area that can be improved is talking about the budget for services with individuals and families. Approximately 65% of individuals indicated they have talked about the budget. About 80% of parents/guardians indicated they do not know how much money is spent on services. Area identified for improvement will be incorporated into the strategic planning process. Mr. Quade asked how many providers are compared. Mrs. David replied that it depends on the service but noted that six or more were needed to be on the provider list and indicated that for transportation there were 20-30, residential was 15 and day program was approximately 10 independent. Mr. Quade asked if there were natural breaks on the satisfaction scale. Mrs. David replied there are and you can see them when the scale is lined up. Mr. Dohnal asked if parents are able to access this data when looking for providers. Mrs. David responded that some of the sample sizes are small so it can be hard to interpret the data, however, staff will begin having conversations about how to use the data. Mrs. Lee applauded staff for setting the bar high and noted that scores of 7-8 are not too bad; she asked how the benchmark of 9-10 was established. Mrs. David replied that these are top box scores based on the American Customer Satisfaction Index and compared to benchmark.

C. MISCELLANEOUS

Evant is a provider in Summit County that operates a group home model funded and monitored by the State (intermediate care facilities) serving approximately 100 individuals, along with a waiver program serving about 40 individuals. After months of additional monitoring, supervision and investigations, with which Summit DD assisted, it has been determined by DODD that services will be transferred to another provider. An agreement is being finalized with a new provider to take over the group home side of the operation.

MINUTES – combined work session and regular meeting
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BOARD MEETING (continued)

IV. SUPERINTENDENT'S REPORT (continued)

C. MISCELLANEOUS (continued)

The 40 individuals in the waiver program will exercise their free choice of provider and the Board is assisting to assure a smooth, seamless transition. Mr. Dohnal asked if this is public information. Mr. Trunk replied that it is and noted that the Evant Board will be making their exit plan public at its meeting next week to give individuals and families as much notice as possible.

Mr. Trunk stated discussions with METRO are finalized and the individuals who utilize SCAT and were being charged a higher rate will now be charged the \$2.00 rate like other riders. The Memorandum of Understanding (MOU) will be updated. METRO has a region-wide planning group that reviews public transportation needs and Summit DD has been invited to be part of that group. Mr. Trunk thanked Mr. Briggs for his support and involvement with this issue.

Mr. Trunk reminded everyone that Summit DD's 2nd Annual Appreciation Breakfast and Awards Ceremony will be held on March 30th at Quaker Station. He stated it was a fantastic event last year and a large crowd is expected again this year. The keynote speaker is County Executive Ilene Shapiro.

V. PRESIDENT'S COMMENTS

Mr. Briggs commented that he has had the pleasure of attending a number of meetings recently involving Board collaboration. He stated the Board's voice is out there and being heard and Summit DD is getting more seats at the table and more invitations to participate and build a better, stronger Summit County. Summit DD is becoming a major voice in the community because of the good, hard work of staff. The seeds that have been sown are growing and this will benefit individuals going forward. He thanked the Superintendent, management team and staff for their hard work and efforts and said to keep marching forward.

VI. EXECUTIVE SESSION

R E S O L U T I O N

No. 17-03-08

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

Roll call: Wilkinson-yes, Quade-yes, Dohnal-yes, Briggs-yes, Ricks-yes, Lee-yes, and Siegfert-yes.

MINUTES – combined work session and regular meeting
Thursday, March 23, 2017

BOARD MEETING *(continued)*

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

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

The Board Meeting reconvened at 6:27 p.m.

VII. ADDITIONAL ACTION ITEM

A. EMPLOYMENT CONTRACT – BILLIE JO DAVID

R E S O L U T I O N

No. 17-03-09

Mr. Quade moved that the Board approve a contract of employment for Billie Jo David, Director of Communications and MUI, for the period May 3, 2017 through May 2, 2019. The motion, seconded by Mr. Dohnal, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:29 p.m.

Denise Ricks, Secretary

March 2017 Executive Summary Dashboard

	YTD Total	Definition
Total Annual Persons Served	4022	Unduplicated cumulative total of YTD Persons Served. Census line XI
Total Adults	2181	Cumulative total of YTD adults. SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children	2083	Cumulative total of YTD children. EI and ages 3+, SSA Assigned, and school age registry snapshot. Note: Children who become adults during time period are also counted as adults.
Total Waiver	2061	Unduplicated cumulative total of YTD count of individuals receiving a waiver. Census line IVB5
IO	1338	Individuals receiving I/O funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	678	Individuals receiving level 1 funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Total Day Array	1889	Unduplicated cumulative total of YTD Persons Served receiving day array services. Census line IIH6
Waiver funded	1681	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	376	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Total Day Array Service Delivery		
Summit DD	397	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider	1644	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
Total NMT Service Delivery	1820	Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG
Summit DD	254	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1619	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
Total Homemaker Personal Care Supports	1686	Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII
Shared 24/7 sites	211	# of sites individuals receive shared HPC services Note: this represents congregate community sites
Foster sites	132	# of Foster Care sites. Note: This includes single and shared Foster care

*Locally funded means services are paid 100% with local tax dollars

2017 March Census

I CHILDREN'S SERVICES

		Point in Time 3/31/2017	Cumulative Year to Date	Definitions
A	EARLY INTERVENTION (EI)			
1	Total EI Children Served Community Based 0-2	585	642	Developmental specialist assigned
2	Total EI Children Served Community Based 3-5	327	348	Developmental specialist assigned
3	Total EI Child Care Specialist assigned 3-5	0	0	old children's registry w/o service
B	Child care (Birth to 3)			
1	Paving the Way	0	0	Age Birth - 3, center based, children with delays
2	Community Child Care - (Community Partnerships for Inclusion)	33	38	Age Birth - 3, community partnership for inclusion
3	Total Children (Birth to 3) (unduplicated count) II.B.1 through II.B.2	33	38	
C	Child Care (3 and up)			
1	Paving the Way	0	0	Age 3 and up, center based, children with delays
2	Community Child Care - (Community Partnerships for Inclusion)	160	192	Age 3 and up community partnership for inclusion
3	Total Children ages 3 and up served (unduplicated count) I.C.1 through I.C.3	160	192	
4	TOTAL Children served in EI AND Child Care (unduplicated count) I.A.1 through I.A.3 plus I.B.3 plus I.C.3	973	1055	
D	TOTAL ENROLLED IN HEAD START (unduplicated count)	N/A		
E	TOTAL CHILDREN ON SCHOOL AGE REGISTRY SERVED	0	0	NOT included in Total Lives Touched

II ADULT Day Array services

A	Summit DD OPERATED WAIVER FUNDED SERVICE			
1	Vocational Habilitation	0	1	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Day Support	0	0	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	259	283	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) II.A.1 through II.A.3	259	283	Combination of Voc Hab and Day Support
B	Summit DD OPERATED LOCALLY FUNDED SERVICE			
1	Vocational Habilitation	13	14	Summit DD pays 100% local for Individuals not enrolled on Waiver
2	Day Support	9	11	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	6	7	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services Locally Funded - Summit DD Operated (unduplicated count) II.B.1 through II.B.3	28	32	Combination of Voc Hab and Day Support
5	TOTAL ADULT Day Array services - Summit DD OPERATED (unduplicated count) II.A.4 plus II.B.4	286	311	
C	PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH			
1	Vocational Habilitation	0	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Day Support	0	0	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	1174	1203	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) II.C.1 through II.C.3	1174	1203	Combination of Voc Hab and Day Support
D	PRIVATE PROVIDER LOCALLY FUNDED SERVICE			
1	Vocational Habilitation	119	124	Summit DD pays 100% local for Individuals not enrolled on Waiver
2	Day Support	73	77	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	9	10	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) II.D.1 through II.D.3	201	210	Combination of Voc Hab and Day Support
5	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) II.C.4 plus II.D.4	1370	1402	
6	TOTAL ADULT Day Array services (unduplicated count) II.B.5 plus II.D.5	1620	1658	
E	Summit DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH			
1	Supported Employment Enclave	2	2	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	36	49	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Summit DD Provided (unduplicated count) II.E.1 through II.E.2	38	51	Help people to perform work in a regular employment setting with minimal support
F	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED			
1	Supported Employment Enclave	2	2	Summit DD pays 100% local for Individuals not enrolled on Waiver
2	Supported Employment Community	24	33	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Summit DD Provided (unduplicated count) II.F.1 through II.F.2	26	35	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT Day Array services, EMPLOYMENT Summit DD OPERATED (unduplicated count) II.E.3 plus II.F.3	64	86	
G	PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH			
1	Supported Employment Enclave	39	42	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	93	102	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Private Provider (unduplicated count) II.G.1 through II.G.2	132	144	Help people to perform work in a regular employment setting with minimal support
H	PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED			
1	Supported Employment Enclave	19	21	Summit DD pays 100% local for Individuals not enrolled on Waiver
2	Supported Employment Community	89	80	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Private Provider (unduplicated count) II.H.1 through II.H.2	87	99	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT Day Array services, EMPLOYMENT PRIVATE PROVIDER (unduplicated count) II.G.3 plus II.H.3	219	242	
5	TOTAL ADULT Day Array services, EMPLOYMENT (unduplicated count) II.F.4 plus II.H.4	278	305	
6	TOTAL ADULT SERVICES ARRAY (unduplicated count) II.B.6 plus II.H.5	1842	1889	
7	Total Competitively Employed	TBD	TBD	

2017 March Census

Point in Time
Cumulative
Year to Date

3/31/2017

Definitions

SSA ONLY			Point in Time Cumulative Year to Date		Definitions
			3/31/2017		
III	A	Children - SSA Assigned	1020	1028	Age 6-22 in School, SSA Assigned, No Other Services Provided
	B	Adults - SSA Assigned	287	292	Age 22 and over - SSA Assigned, No Other Services Provided
	C	TOTAL SSA ONLY (unduplicated count) III.A. through III.B	1306	1319	
IV	HOME AND COMMUNITY BASED WAIVERS				
	A	NO WAIVERS			Summit DD contributes 40% Match
	1	Number of Waivers requested		22	As requested by Summit DD
A	2	Number of Waivers ODD awarded	11	31	As awarded by ODD
	3	Number of Waivers Filled	1328	1338	Waivers in active use
	4	Living Independently in Community w/ Homemaker Personal Care Supports	453	481	In-Home supports in family home or persons' own residence
B	5	Foster Homemaker Personal Care	188	195	Person living with care giver not a family member
	6	24/7 shared staffing for Homemaker Personal Care Supports	556	572	Person receiving 24x7 paid staff supervision support
	B	LEVEL ONE WAIVERS			
B	1	Number of Waivers requested		60	As requested by Summit DD
	2	Number of Waivers ODD awarded	5	9	As awarded by ODD
	3	Number of Waivers Filled	668	678	Waivers in active use
C	4	Living Independently in Community w/ Homemaker Personal Care Supports	286	303	In-Home supports in family home or persons' own residence
	1	Number of Waivers requested		33	
	2	Number of Waivers ODD awarded	4	11	
D	3	Number of Waivers Filled	35	35	Waivers in active use
	4	TDD WAIVERS	29	38	
	5	TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV.A.3. plus IV.B.3. plus C2 and D	2052	2061	
V	Summit DD FUNDED SUPPORTED LIVING				
	A	Living Independently in community w/ Homemaker Personal Care Supports	117	126	Summit DD pays 100% local for Individuals not enrolled on Waiver
	B	Foster Homemaker Personal Care	3	3	In-Home supports in family home or persons' own residence
C	24/7 shared staffing for Homemaker Personal Care Supports	5	8		Person living with care giver not a family member
	TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V.A. through V.D	125	137		Person receiving 24x7 paid staff supervision support
	Individuals living in an ICFMR (unduplicated count)	69	72		Cumulative YTD #'s may be duplicated across service categories
VI	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)				
	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served	71	71		Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served
	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served	71	71		
VII	TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IV				
	A4,5,6,IVB4, VD VI VII (unduplicated count)	1647	1686		Cumulative total of YTD residential supports is unduplicated
	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served	71	71		
VIII	TRANSPORTATION				
	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	207	235		Transportation to and from Day Array services, Summit DD contributes 40% Match
	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	19	21		Transportation to and from Day Array services, Summit DD pays 100% local
IX	TOTAL NUMBER OF PERSONS SERVED Summit DD OPERATED TRANSPORTATION (unduplicated count) IX.A. plus IX.B	226	254		
	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	1335	1368		Transportation to and from Day Array services, Summit DD contributes 40% Match
	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	286	287		Transportation to and from Day Array services, Summit DD pays 100% local
X	TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.D. plus IX.E	1582	1619		
	TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.C. plus IX.F	1778	1820		
	QUALITY OF LIFE ACTIVITIES				Summit DD pays 100% local
XI	Special Olympics	30	154		number of people that participated in year around sports training and athletic competition (duplicate of
	Blatt	67	211		number of people that participated in Social and Rec. for individuals employed in the community.
	College For Living	42	88		number of people that attended Educational and Leisure classes offered this quarter.
XII	Camp	N/A	N/A		number of people that attended summer camp for school-aged students. (reported end of Aug)
	Family Support Services/Family Engagement Plan	23	70		number of people that were awarded FSS dollars for respite, Adaptive Equ. or home mod.
	Other	N/A	N/A		Includes duplicates, NOT included in Total Lives Touched
XI	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X.A. through X.G	162	523		Cumulative total of YTD Persons Served receiving some type of service or support.
	TOTAL ANNUAL PERSONS SERVED (unduplicated count)	3941	4022		SSA Assigned, Calico, Early Intervention, Typically Developing Children, School Age Registry
	Waiting Lists Services Requested or Needed within 12 Months				
XII	Adult Day Array services	0			Waiting for Voc Hub, Day Support, and/or Supported Employment longer than 45 days
	24/7 shared staffing for Homemaker Personal Care Supports	0			Waiting to receive 24 x 7 paid staff supervision support
	Individual Options Waiver	1553			Waiting for an Individual Options waiver slot
D	Level One Waiver	946			Waiting for a Level One waiver slot



Employment Services

Evidence-Based Best Practice

Presumption of Employment

- A conviction that everyone, regardless of the level or the type of disability, has the capacity and right to a job.

Discovery/Vocational Assessments

- Vocational assessments are available including Discovery to ensure preferences and interests are identified.
- Discovery is a person centered, strength-based planning process to assist in identifying the person's interests, preferences, likes, dislikes, etc. all for the purpose to assume that everyone is employable once the supports and accommodations are identified in order to be successful. Each person's path to employment is identified.

Employment/Meaningful Work

- Job development occurs for all people, including those with a need for supports and accommodations.
- People are placed in job that match their interest and desires.
- People are employed in an integrated environment within their community.
- The person receives individually tailored job development support activities that recognizes their employability and potential contribution to the labor market.

Employment Supports

- The person receives employment support services that are individualized and tailored to meet their needs.
- Long term supports are available to ensure continued employment success and career advancement.

Employment Preparation

- Job readiness training is individualized, community based and addresses the areas of support that have been identified by the individual and their team.

Assistive Technology Supports and Services/Accessibility

- The person receives up-to-date knowledge of assistive technology to be used as a reference point for informally assessing needs and preferences of the persons served.
- This can be accomplished through linkage and partnerships with other community agencies for meeting the needs of the person.
- The person has a plan in place that clearly addresses any barriers and identifies supports to be put in place to remove them.

Benefits Planning

- Person gains knowledge to help with benefits management so that they can make informed choices with regard to work and loss of benefits.



Integrated Community Based Day Services

Evidence-Based Best Practice

Self-Directed Schedules:

- Each person has the opportunity to develop a schedule based on their Interests, preferences and needs.
- The business hours are a full day to support their customer's personal interests. This may include being open in the evenings, weekends and holidays.

Community Based Day Service:

- Each person individually plans and chooses how they want their day(s) to look like.
- The person joins/participates in groups, activities and events (individually or with a small group of people with the same interest) in the community where people without disabilities participate.



Transportation Services

Evidence-Based Best Practice

Flexibility

- Transportation is planned on an as needed basis and person's plan is adjusted accordingly to meet identified needs.
- Transportation is available during off peak hours, on weekends, holidays, short-term/on-call notice, to get to and/or from work, personal appointments and/or community events.

Reliability /Efficiency

- Overall internal system preparedness design for contingencies of routing and scheduling of drivers.
- Individual/Guardian/Family has real time information regarding who is driving every day.
- Individual is picked up on time but, also notified when driver is going to be late.
- Clear back up plans are identified and reviewed to ensure reliable service.

Driver/Vehicle Maintenance

- At all times important safety information on the vehicle and driver is available, such as, accident record, vehicle damage, how often maintained (washed/cleaned and serviced).
- Drivers receive extensive training on safety protocol, operational policies related to transportation, rule compliance, training on professionalism that includes appearance.
- Drivers wear company uniform shirts or ensure professional dress.
- Drivers receive a minimum of four hours of annual in-service training. Evaluation and assessment tools are utilized to ensure quality service delivery.



Residential Services

Evidence-Based Best Practice

Home Schedule:

- Each person assists in the development of their own schedule.
- The schedule could be kept on their personal calendars, iPhones or other assistive technology devices.

Community Planning:

- House staff provide the supports that each person needs and wants to help them connect socially with family/friends and relationships aside from their group home mates/staff.

Living Arrangements / Personal Finances

- The person has the opportunity to look at other types of housing, such as apartments, condos, or homes that are not owned and/or operated by the provider.
- The person lives in residences and community of their choice---alone or with family, or friends of their choosing.
- Each person has an individualized budget that is separate from everyone else's.
- Each person plans separately what they want to buy at the grocery store.
- They cook (with support as needed) and eat their meals according to their schedule.
- The agency sits down with the person each month to review the person's earned / unearned income and plan a monthly/yearly budget.
- The person provides input into the budget, controls how their person spending money is spent and is given a budget plan.



Free Choice of Provider Questions

General Questions

- How long have you been in business?
- Who is the owner of the agency?
- Has the agency ever been in suspension and/or revocation status
- Has anyone within the management structure ever worked for an agency that went through the revocation process?
- How are parents and guardians engaged within the agency?
- Are site visits allowed and is prior notification required?
- What type of training do staff participate in? Is it beyond what is required by the Ohio Department of Developmental Disabilities?
- Are person served, families, and guardians able to receive copies of policies and procedures?
- Please describe the agencies internal quality control process.
- What policies and practices are in place to ensure a high quality service delivery system?
- Who follows up on the performance measurements for MUI's/UIR's? How often does your program follow up on a continuous basis?
- What is the agency's staff retention rate?

Employment

Presumption of Employability

- What is your belief that everyone, regardless of the level or the type of disability, has the capacity and right to work and be paid at or above minimum wage?

Employment and Meaningful Work

- How does your agency develop job leads for people?
- What companies have you placed people at and in what types of jobs?
- What is your marketing approach with a new, prospective employer?
- Do you provide training for employers, employees?
- What type of feedback/communication on job development and training do you provide for the family/guardian? How Often?
- Will the job developer also provide the on the job training or will another individual be hired to do so (i.e. job coach, natural supports, set up, co-worker trainer, etc.)?

Training of Employment Professionals

- What type of training do staff receive before they start working with a job candidate?
- How often do staff receive training once they are employed?

Job Development Activities

- Does the person's employment process begin with Discovery to assist in identifying the person's interests, preferences, likes, dislikes, etc. so each person's path to employment is identified?

- Does your employment program provide on-site job analysis, consultation, and recommendations for work-site and job modification and customized employment?
- Does your employment program educate employers about various disabilities, assistive technology devices, job accommodations, services provided by the organization, incentives to the employer, and current disability-related legislation affecting the employer?

Employment Planning

- Does your employment program develop a written employment plan that has clear, defined outcomes that are targeted and individualized, and most importantly time-limited?
- How often do you review the targeted outcomes to ensure the person is moving along their path to employment and not becoming stagnant in a training program long term?
- In developing the person's employment plan, do you address in the plan assistive technology and reasonable accommodations to maximize potential for achievement of goals?

Integrated Day Services

Social and Community Relationships

- How does your agency support the person to develop friendships with people in the community without disabilities?
- How often does the person engage in activities in the community where people without disabilities engage?
- How will your agency engage the person to become engaged and involved in activities and events that are not exclusively with people with disabilities or certain type of disability or exclusively for the people they serve in their agency?
- Does your agency sit down with the person on a weekly basis to plan how they want to spend their day, activities and events in the community they want to be involved?
- If the person wants to participate in an activity and/or event that is independent from everyone else in your day program, will your agency support the person's choice and provide the support to get them there?

Medical/Health Care

- Who will assist the person with daily medications and how will be people be trained?
- How does your program monitor the health care needs of the person?

Residential

Staffing

- How does your agency get immediate back-up if staff are a "no-show" or call off at the last minute?
- How often does the home manager have contact with each staff in the home?

Medical/Health Care

- Who is responsible for transporting the person to medical, dental and other medical appointments?
- How does your agency ensure the person receives necessary ongoing medical care?
- Who will assist the person with routine daily health/medical procedures and how will these people be trained?

Social and Community Relationships

- How does your agency support the person to develop friendships with people in the community?
- What types of relationships have the people developed with people in the neighborhood?
- How will your agency support the person in maintaining relationships that were developed where he or she previously lived or participated in community activities?

- How does your agency handle situations where each person in the home must be at different places at the same time?
- What will your agency do when one person in the home does not want to go out or is ill and cannot go out, and the other people in the home want to or must go out?
- How often does the person engage in activities in the community where people without disabilities engage?

Transportation Services

Vehicle Safety and Compliance

- Please describe the vehicles that are used for transportation?
- How often are they checked by a qualified mechanic or the State of Ohio Highway Patrol?
- Do you have a backup plan or replacement vehicle?

Staff Training

- Are staff specifically trained in wheelchair securements?
- Can you provide evidence that on-going training is provided? Is there a portfolio kept on each staff?
- Are evaluation and assessment tools utilized for training purposes?
- Does your transportation staff wear professional uniforms?
- What procedures are in place to handle emergency situations?

Accessibility

- Are Transportation services offered in the evening and on weekends?