

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

AGENDA

Thursday, May 25, 2017
Administration – lower level conference center
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. AKRON CHILDREN'S HOSPITAL PART C EARLY INTERVENTION CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- II. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
- III. REVISED POLICY 2006 – WEAPONS AND VIOLENCE-FREE WORKPLACE

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- IV. REQUEST FOR ADDITIONAL APPROPRIATION IN REAL PROPERTY IMPROVEMENTS
- V. REQUEST TO DISTRIBUTE COMMUNITY CAPITAL ASSISTANCE PASS-THROUGH FUNDS
- VI. APRIL FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. April 27, 2017 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
 - 2. REQUEST FOR ADDITIONAL APPROPRIATION IN REAL PROPERTY IMPROVEMENTS
 - 3. REQUEST TO DISTRIBUTE COMMUNITY CAPITAL ASSISTANCE PASS-THROUGH
 - 4. APRIL FINANCIAL STATEMENTS
 - B. HR/LR COMMITTEE
 - 1. REVISED POLICY 2006 – WEAPONS AND VIOLENCE-FREE WORKPLACE
- VII. SUPERINTENDENT’S REPORT
 - A. FIRST QUARTER ACTION PLAN UPDATE
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Akron Children's Hospital to provide service coordination for Part C early intervention services (formally Help Me Grow).	Service Coordination is a key component of Part C early intervention services, serving on average 800 children in Summit County annually.	Recommend that the Board approve a one year contract with Akron Children's Hospital for the period of 7/1/17-6/30/18 in an amount not to exceed \$728,057.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Children's Services

Total Cost: \$728,057

Satisfaction: Akron Children Hospital has met or exceeded all expectations as a service provider.

- Beginning in January of 2017 the lead agency for Part C early intervention services in Ohio changed from the Ohio Department of Health to the Ohio Department of Developmental Disabilities (DODD). Since the change in lead agencies is so new, there will not be a RFP for Early Intervention services at the state level. Rather, each county was asked to provide DODD with a written statement on how they will continue to offer Part C early intervention services for next fiscal year.
- Part C is Ohio's early intervention system serving children under the age of three with developmental delays and disabilities. The primary role is to:
 - Conduct developmental evaluations to identify delays in the areas of adaptive, cognitive, communication, physical, and social-emotional development; and
 - Use Service Coordinators to develop Individualized Family Service Plans to address the individual needs of each child and family.
- As the lead agency for the Family and Children's First Council, the local authority over Part C Services, Summit County Public Health has contracted with Summit DD for the management of the service coordination of Part C early intervention services. Summit DD maintains the role of contract manager and through an RFP process in 2015 selected Akron Children's Hospital to provide service coordination. The proposed contract continues that role for fiscal year 2017.
- During this fiscal year, Summit DD will partner with the Family and Children First Council coordinator to assess the current funding level, case load size and programmatic components in an effort to ensure families in Summit County are receiving the best possible services.
- Funds to cover the contract are included in the budget and will be supported by grant funds.

Recommended for approval by the May Finance & Facilities And Services & Supports Committees.

Submitted By: Holly Brugh

Date: 5/1/17

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



**SERVICE CONTRACT
BETWEEN SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
Children's Hospital Medical Center of Akron**

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 Children's Hospital Medical Center of Akron, an Ohio non-profit corporation with its principal office at One Perkins Square, Akron, Ohio, 44308-1062, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Contractor for Part C Early Intervention Service Coordination.

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation reviews and/or site visits. In the event of an adverse finding, 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 Summit DD.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor shall provide service coordination and specific activities as required in Chapter 3701-8 of the Ohio Administrative Code (OAC), including but not limited to:
 - OAC Section 3701-8-03: Personnel and Supervision Requirements;
 - OAC Section 3701-8-07: Help Me Grow Early Intervention System Eligibility and Determination of Need for Early Intervention;
 - OAC Section 3701-8-07.1: Early Intervention Individualized Family Service Plan and Service Delivery; and
 - OAC Section 3701-8-09: Data and Maintenance of Records.
- C. Contractor shall make available to Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of

- services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553
- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy upon request of Summit DD. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence.

- Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- L. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.
- C. If the Contractor is a non-federal entity that expends seven-hundred and fifty thousand dollars (\$750,000) or more per year in Federal awards, a single or program-specific audit shall be conducted in accordance with the provisions included in OBM Uniform Guidance, Subpart F. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed Seven Hundred Twenty-Eight Thousand Fifty Seven Dollars and no/100 (\$728,057) and is limited to the Summit DD'S 2017/2018 appropriation.

- B. Payments will be made monthly upon Summit DD's receipt of a detailed invoice from Contractor which will include identification of costs of salary/benefits, expenses, and itemized breakdown of staff time spent on activities required to carry out Contractor's responsibilities under this Contract.
- C. Payments under this Contract are contingent upon receipt of grant funds by Summit DD for the funding period July 1, 2017 to June 30, 2018 through Summit DD's contract with the Summit County Family and Children's First Council.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from July 1, 2017 through June 30, 2018.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent

of the Summit DD.

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Grace Wakulchik
Chief Operating Officer
Children's Hospital Medical Center of Akron
One Perkins Square
Akron, OH 44308-1062

COPY TO: Shelley Walker
Director of Social Work
Children's Hospital Medical Center of Akron
One Perkins Square
Akron, OH 44308-1062

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

Grace Wakulchik, Chief Operating Officer
Signature / Date

John Trunk, Superintendent
Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Summit County 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.
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Service Area:</i> Summer Work Experience Program/Transition Services for Youth</p> <p><i># of Individuals Currently Served:</i> Last year Summit DD partnered with eight private providers to serve 40 students.</p> <p>-----</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Ardmore Inc. Community Connections of Northeast Ohio Koinonia Louisa Ridge REM-Ohio Weaver Industries</p>		
Recommended for approval by the April Finance & Facilities and Services & Supports Committees		

Submitted By: Drew WilliamsFor: Superintendent/Assistant Superintendent X Finance & Facilities Committee X Services & Supports Committee HR/LR CommitteeDate: April 2017



**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)**, with the County of Summit Department of Job and Family Services paying \$9,598.00 and Summit DD paying \$11,746.00, 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.

V. 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)**, with the County of Summit Department of Job and Family Services paying \$32,518.00 and Summit DD paying \$11,746.00, 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)**, with the County of Summit Department of Job and Family Services paying \$9,598.00 and Summit DD paying \$11,746.00, 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)**, with the County of Summit Department of Job and Family Services paying \$32,518.00 and Summit DD paying \$11,746.00, 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*

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
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)**, with the County of Summit Department of Job and Family Services paying \$11,174.00 and Summit DD paying \$11,746.00, 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*

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
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)**, with the County of Summit Department of Job and Family Services paying \$9,598.00 and Summit DD paying \$11,746.00, 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.
- F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Summit County Board of Developmental Disabilities TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Revision of Board Policy 2006 - Violence-Free Workplace and Weapons	Revise Policy 2006 to bring it into compliance with Senate Bill 199	Approval of revised Policy 2006

SUPPORTING DATA FOR RECOMMENDATION

Current Policy 2006 prohibits possession of firearms in privately owned vehicles on Board property.

Senate Bill 199, effective March 21, 2017, prohibits Summit DD from having or enforcing a policy that precludes persons who are otherwise authorized to carry firearms from having a firearm and/or ammunition in their privately owned vehicle when it is parked on employer property, subject to specific conditions, which include:

- The firearm and/or ammunition must remain in the vehicle; and
- The firearm 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 the vehicle; and
- The vehicle must be properly parked in an authorized location.

Revised Policy 2006 includes narrow exceptions to bring it into compliance with S.B. 199, and reserves the Board's right to question staff and visitors to ensure compliance.

Revised Policy 2006 also clearly authorizes law enforcement possession of weapons on Board property.

**Recommended for approval by the May Finance & Facilities, HR/LR,
and Services & Supports Committees.**

Submitted By: Joe Eck, Dir. LR & RM

Date: May 5, 2017

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

2006 – ~~VIOLENCE-FREE WORKPLACE AND WEAPONS~~ **WEAPONS AND VIOLENCE-FREE WORKPLACE**

To ensure that Summit DD is committed to creating and maintaining a safe work environment that is free **of** violence, deadly weapons or dangerous ordnance **the Agency prohibits the possession or use of dangerous weapons on Board property.**

This policy applies to all **Summit DD** Board staff and individuals receiving supports in a Summit DD workplace. Workplace includes any Summit DD owned or operated building, Summit DD property, any place where a Summit DD-related activity, event or function is conducted, Summit DD vehicle, and/or Summit DD approved vehicle used to and from a Summit DD or Summit DD-related activity, event or function, such as a field trip or athletic event where persons served are under the jurisdiction of the Board.

Any acts or threatened acts of violence will not be tolerated. Summit DD staff engaging in threatening and/or violent behavior will be subject to discipline, up to and including termination of employment.

Unless otherwise authorized by law, ~~pursuant to the Ohio Revised Code~~, no person shall knowingly possess, have under the person's control, convey, or attempt to convey a deadly weapon or dangerous ordnance onto or into any Summit DD property, Summit DD owned/operated vehicle or any locations where Summit DD conducts business and/or where Summit DD sponsors events. Weapons are defined as firearms, knives, clubs, chains or any other implement intended for use as a weapon. ~~It is also prohibited for persons to possess a firearm or other deadly weapon(s) in his/her own motor vehicle that is parked on Summit DD property or locations where Summit DD conducts business, including Summit DD sponsored events.~~

Exceptions to this Policy include:

- A. Weapons under the control of law enforcement personnel**
- B. Handguns in the possession of a person who has a valid concealed handgun license or who is an active duty member of the armed forces with a valid military identification card and documentation of successful completion of firearms training if the handgun remains in the individual's privately owned vehicle, lawfully parked and the handgun and/or ammunition is locked in the trunk, glove box or other container inside the vehicle at all times when the individual is not present in the vehicle.**

2006 – ~~VIOLENCE-FREE WORKPLACE AND WEAPONS~~
WEAPONS AND VIOLENCE-FREE WORKPLACE
(continued)

Summit DD reserves the right to question staff and visitors in order to ensure compliance with this Policy. Violations will be subject to discipline, up to and including termination of employment and/or criminal prosecution, as appropriate.

Summit DD will post at all of its facilities a notice in a conspicuous location prohibiting persons from carrying weapons. The absence of such notice shall not negate or cancel this policy.

ORC 2923.1210
ORC 2923.1212
ORC 2923.126

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Request for approval of an additional appropriation in Real Property Improvements.	Summit Housing Development Corp. (SHDC) was awarded Community Capital Assistance funding from DODD to purchase housing for individuals with developmental disabilities. This reimbursement funding flows through county boards.	The Board approve an additional budget request in the amount of \$439,680 needed to distribute community assistance funding to SHDC.

SUPPORTING DATA FOR RECOMMENDATION

DODD makes available community assistance funds to assist county boards and non-profit organizations to acquire housing for individuals with developmental disabilities. This funding is paid to the county board for distribution to non-profit organizations.

SHDC was awarded assistance for the purchase of five (5) homes for a total of \$680,780 of which \$241,100 was absorbed within the budget. An additional budget appropriation in the amount of \$439,680 in Real Property Improvements is needed to distribute the remaining balance.

There is no monetary net effect for Summit DD.

Recommended for approval by the May Finance & Facilities Committee.

Submitted By: Mira Pozna

Date: May 4, 2017

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Request for approval to distribute DODD Community Capital Assistance pass-through funds.	Summit Housing Development Corp. (SHDC) was awarded Community Capital Assistance funding from DODD to purchase housing for individuals with developmental disabilities. This reimbursement funding flows through the Board.	The Board approve the request to distribute DODD Community Capital Assistance funds to SHDC in an amount not to exceed \$680,780.

SUPPORTING DATA FOR RECOMMENDATION

DODD makes available community assistance funds to assist county boards and non-profit organizations to acquire housing for individuals with developmental disabilities. This funding is paid to the county board for distribution to non-profit organizations.

SHDC was awarded assistance for the purchase of five (5) homes for a total of \$680,780. The Board has received the total amount of the award and must now distribute those funds to SHDC.

There is no monetary net effect for Summit DD.

Recommended for approval by the May Finance & Facilities Committee.

Submitted By: Mira Pozna

Date: May 4, 2017

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

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE FOUR MONTHS ENDED APRIL 30, 2017 AND 2016

	4/30/2017				4/30/2016			
	2017	2017	YTD \$	YTD %	2016	2016	YTD \$	YTD %
	ANNUAL	YTD	BUDGET	BUDGET	ANNUAL	YTD	BUDGET	BUDGET
	BUDGET	ACTUAL	REMAINING	REMAINING	BUDGET	ACTUAL	REMAINING	REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 50,015,032	\$ 23,071,760	\$ 26,943,272	53.9% 1	\$ 50,543,000	\$ 22,756,890	\$ 27,786,110	55.0%
REIMBURSEMENTS	12,485,745	3,702,304	8,783,441	70.3% 2	13,915,074	7,936,592	5,978,482	43.0%
GRANTS	1,627,402	310,800	1,316,602	80.9%	1,434,473	408,797	1,025,676	71.5%
CONTRACT SERVICES	157,110	247,685	(90,575)	-57.7%	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	163,411	(100,168)	-158.4%	72,456	108,058	(35,602)	-49.1%
TOTAL REVENUE	\$ 64,348,532	\$ 27,503,645	\$ 36,844,887	57.3%	\$ 66,256,753	\$ 31,237,103	\$ 35,019,650	52.9%
OPERATING EXPENDITURES								
SALARIES	\$ 21,676,369	\$ 6,573,673	\$ 15,102,696	69.7%	\$ 23,384,781	\$ 7,087,798	\$ 16,296,983	69.7%
EMPLOYEE BENEFITS	9,854,803	2,872,655	6,982,148	70.9%	9,408,874	3,040,747	6,368,127	67.7%
SUPPLIES	958,239	259,748	698,491	72.9%	1,252,728	282,428	970,300	77.5%
TRAVEL AND TRAINING	336,950	97,634	239,316	71.0%	382,260	117,250	265,010	69.3%
DIRECT CONTRACT SERVICES	8,264,516	3,009,240	5,255,276	63.6%	9,054,720	3,010,482	6,044,238	66.8%
INDIRECT CONTRACT SERVICES	3,034,648	863,289	2,171,359	71.6% 3	3,197,344	990,611	2,206,733	69.0%
MEDICAID COSTS	24,765,000	11,953,370	12,811,630	51.7% 4	24,715,000	11,871,561	12,843,439	52.0%
UTILITIES	702,100	199,121	502,979	71.6%	746,018	211,164	534,854	71.7%
RENTALS	142,675	53,433	87,242	61.1%	357,700	393,598	(35,898)	-10.0%
ADVERTISING	132,000	50,977	81,023	61.4%	127,500	46,062	81,438	63.9%
OTHER EXPENSES	363,323	235,845	127,478	35.1% 5	383,424	112,155	271,269	70.7%
EQUIPMENT	256,000	117,240	138,760	54.2%	277,500	24,216	253,284	91.3%
REAL PROPERTY IMPROVEMENTS	379,000	259,140	119,860	31.6% 6	400,000	11,571	388,429	97.1%
TOTAL EXPENDITURES	\$ 70,865,623	\$ 26,547,365	\$ 44,318,258	62.5%	\$ 73,687,849	\$ 27,199,643	\$ 46,488,206	63.1%
NET REVENUES AND EXPENDITURES	\$ (6,517,091)	\$ 956,280			\$ (7,431,096)	\$ 4,037,460		
BEGINNING FUND BALANCE	\$ 55,998,359	\$ 55,998,359						
PLUS: REVENUE	64,348,532	27,503,645						
LESS: EXPENDITURES	(70,865,623)	(26,547,365)						
ENDING FUND BALANCE	\$ 49,481,268	\$ 56,954,639						

Recommended for approval by the
May Finance & Facilities Committee

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENTS
FOR THE MONTH ENDED APRIL 30, 2017
(Rounded)

An evenly distributed budget remaining for a one month period 8.3%
Evenly distributed budget remaining for eight months 66.7%

Revenue:

1	Property Taxes:		\$	23,100,000
2	Reimbursements:			
		Quarterly state subsidy,		689,800
		Quarterly Medicaid Administrative Claims (MAC) reimbursement.		381,800
<u>Expenditures:</u>				
3	Indirect Contract Services:		\$	65,000
		Payment of the inter-governmental agreement for the Summit 2020 Quality of Life Project.		32,400
		Final installment payment for the FY 2017 Bridges to Transition grant annual match requirement.		
4	Medicaid Costs:			
		Payments to DODD for the following costs:		323,600
		Quarterly waiver administration fee,		5,652,500
		Quarterly waiver match,		11,500
		Quarterly Medicaid Administrative Claiming (MAC) fee.		
5	Other Expenses:			
		Payments to Wichert Insurance Company for the following insurance costs:		10,700
		Cyber insurance with AIG-Illinois International Insurance.		32,500
		Director and officers liability insurance with Selective Insurance Company.		83,900
		Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.		
6	Real Property Improvements:			48,100
		Renovation of old classrooms in D-Wing of the Administration building.		

Prior Months

Revenue:

	Grants:			
		Trending under budget due to a timing difference with the TANF Summer Youth Employment Program which is expected to begin in the third quarter.		
	Contract Services:		\$	117,500
		Payments received from Children Services Board for shared waiver costs for services provided June through December 2016.		
	Other Receipts:			125,000
		Flow-through Community Capital Assistance funding received from DODD on behalf of Summit Housing Corp. for the purchase of a home.		

Expenditures:

	Direct Contract Services:			
		Annual contract payment to Summit Housing Development Corp. (SHDC) to assure stable and affordable residence for individuals living in homes owned by SHDC.		254,000
	Other Expenses:			75,000
		Payment of 2016 Ohio Association of County Boards (OACB) annual dues.		
	Equipment:			77,100
		Payment to ComDoc for customized technical support of the paperless document management system.		33,600
		Payment to Altura Communication Solutions for 2016 and 2017 annual phone system maintenance contracts.		
	Real Property Improvements:			125,000
		Flow-through Community Capital Assistance funding received from DODD on behalf of Summit Housing Corp. for the purchase of a home.		

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

Summit County Developmental Disabilities Board

MINUTES

Thursday, April 27, 2017
5:00 p.m.

The combined work session and regular monthly meeting of the Summit County Developmental Disabilities Board was held on Thursday, April 27, 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
Allyson V. Lee

BOARD MEMBERS ABSENT

Joe Sieferth
Meghan Wilkinson

ALSO PRESENT

John J. Trunk, Superintendent
Lisa Kamlowsky, Assistant Superintendent
Drew Williams, Director of Community
Supports & Development
Billie Jo David, Director of Communications
& MUI
Lynn Sargi, Director of Human Resources
Maggie Albright, Recording Secretary

Joe Eck, Director of Labor Relations &
Risk Management
Diamon Perry, Ombudsman & Family
Engagement Specialist
Mira Pozna, Director of Fiscal
Russ DuPlain, Director of IT &
Facilities
and others

I. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM

The TANF Summer Youth Work Experience Program is an eight week summer work experience that is administered by the Summit County Department of Job & Family Services (DJFS) and partners with six private providers to support eligible students between the ages of 12-24. Students must live with a family that has an income at or below 200% of the federal poverty level. For students who are age 19 and older, another minor child must also reside in the home as well. The program runs from June 12th through August 5th with students working 20 hours per week in local businesses across Summit County and paid \$9.25/hour. DJFS has requested to partner with Summit DD to support 35 eligible students in the TANF Program. The program has been scaled back a bit since the federal funds were reduced. DJFS would commit \$105,000 and Summit DD would contribute an additional \$80,000, for a total of \$185,000. The monies allocated to Summit DD for this program would cover the cost of an outside job coach and transportation services.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

WORK SESSION *(continued)*

I. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM *(continued)*

The partner providers are: Ardmore, Community Connections of NE Ohio, Koinonia, Louisa Ridge, REM-Ohio and Weaver Industries. In 2016, Summit DD participated in the TANF Program and supported 40 students served by eight private providers. Mr. Briggs commented that both the County and the City are pleased with the Board's participation in this program and commended Drew Williams and his staff for their efforts. He noted that if federal funding for this program is eliminated at some point, it would be worthwhile to see if the Board could support this important program; it is a good collaboration. The TANF Summer Youth Work Experience Program has been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

II. VOLUNTEER GUARDIAN PROGRAM

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. In many cases, wards have no children or other family members to serve as guardian so the Probate Court can appoint a volunteer guardian from the Volunteer Guardian Program to serve as a legal guardian. All individuals with developmental disabilities or other mental and/or physical impairments do not require a guardian. Only a small percentage of individuals eligible for Summit DD services require a guardian through the Court, however, when family members are not available and a guardian is necessary, the availability of one through the court is essential. The program is operated through a contract with Jewish Family Services of Akron and stakeholders include Summit DD, the ADM Board, Summit County Public Health, Summit County DJFS and Summit County Probate Court. The request is to renew a Memorandum of Agreement between the stakeholders for the period April 1, 2017 through March 31, 2108 in an amount not to exceed \$50,000. The program currently serves 100 individuals. Referrals are random and cases have increased each year the program has been in existence. The program is expanding since the need is increasing. The agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring cases, recruiting additional volunteer guardians, accepting referrals of clients, matching volunteer guardians with clients, assuring monthly visits occur and case notes are completed and filed and participating and reporting back to the Advisory Committee on a quarterly basis. There are currently 80 volunteer guardians in this program and approximately 100 individuals utilizing guardians, 20 of whom are Board eligible. Mr. Briggs commented that this program has exceeded expectations since it began two years ago. There is a great need in the community for this service and it is a good collaboration. He noted that private fundraising is also done to assist with costs of this program and there is a full time attorney who handles the difficult cases. He applauded Judge Stormer for creating this program and stated the Board's participation is vital. Mr. Quade asked if legal counsel is available for consultation.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

WORK SESSION *(continued)*

II. VOLUNTEER GUARDIAN PROGRAM *(continued)*

Mr. Briggs replied the court has personnel for consultative issues. Mr. Trunk complimented Judge Stormer for her progressive views in understanding that not all individuals with disabilities require a guardian and noted the Judge is very sensitive to the delicate balance that can sometimes exist in situations where guardianship is being considered. Funds are available in the budget and the contract to participate in the Volunteer Guardian Program has been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

III. SURPLUS INVENTORY

There is a large amount of surplus equipment that is no longer needed that Summit DD would like to sell to the highest bidder through an internet auction. Any remaining items would be disposed of in an environmentally safe manner. The auction would be conducted by a Summit County vendor that specializes in this area and the surplus items are identified in attachment #3. Notification of the auction will go out to staff, providers, etc. so that interested parties have the opportunity to bid on items. Disposal of the surplus inventory identified in attachment #3 has been recommended for approval by the April Finance & Facilities Committee.

IV. MARCH FINANCIAL STATEMENTS

The first quarter ended with deficit spending in the amount of \$14,195,721. Revenue for March reflects a refund of fiscal year 2015 waiver match reconciliation in the amount of \$364,000 and flow-through community capital assistance funding in the amount of \$125,000 from DODD on behalf of Summit Housing Development Corporation (SHDC) for the purchase of a home. Trending under budget is a result of a timing difference with the TANF Program, which is expected to begin in the third quarter. Expenditures in March included the replacement of 35 computers at a cost of \$23,700, a contract payment to the Center for Marketing & Opinion Research (CMOR) in the amount of \$61,800, annual maintenance and licensing fees in the amount of \$31,100, bathroom renovations at two buildings in the amount of \$24,000 and \$125,000 flow-through community capital assistance funding received from DODD on behalf of SHDC for the purchase of a home. The fund balance at the end of March was \$41,802,638. The March Financial Statements have been recommended for approval by the April Finance & Facilities Committee.

V. REVISED POLICY 2004- DRIVING POLICY

Policy 2004 has been revised to reflect Ohio Administrative Code Rule which prohibits drivers with six (6) points on their driver's license from transporting individuals with disabilities. It also 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.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

WORK SESSION *(continued)*

V. REVISED POLICY 2004- DRIVING POLICY *(continued)*

Mr. Trunk noted there were questions in committees relative to points and how they are accumulated. He stated there is a chart that outlines offenses and the amount of points associated with each offense (i.e., 10 mph over the posted speed limit = 2 points, evading the police = 6 points, etc.). There was another question relative to privately owned vehicles and maintaining limits of liability insurance. He stated that minimum limits of liability insurance are outlined in the Ohio Revised Code (ORC) so the Board cannot mandate higher limits for staff. Revisions to Policy 2004 – Driving Policy identified in attachment #5 have been recommended for approval by the April HR/LR Committee.

The work session adjourned at 5:25 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:25 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, asked why staff are not able to specify where they would like to volunteer on *Give Back Day*. Mrs. Sargi replied that there were logistical complications in accommodating specific staff requests and by not pre-selecting sites, it ensures that the Agency has sufficient staff to cover the needs at sites. Ms. Frank commented that she appreciates this great opportunity the Board has provided.

Ms. Frank said she thinks it is a good idea to continue illuminating Summit DD signs at night to show the Board's presence in the community. She noted that one of the signs was not lit recently.

Ms. Frank thanked the Superintendent for his recent meetings with staff to communicate information about the upcoming levy.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING *(continued)*

I. PUBLIC COMMENT *(continued)*

Ms. Frank stated she toured three day programs recently and commented that there are a lot of choices for individuals and families. She said she will be attending a 30-day review next week and the family have indicated the individual is doing very well with the new provider.

II. APPROVAL OF MINUTES

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

RESOLUTION No. 17-04-01

Mr. Dohnal moved that the Board approve the minutes of the March 23, 2017 combined work session and regular meeting, as presented in attachment #6. The motion, seconded by Mr. Quade, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. VOLUNTEER GUARDIAN PROGRAM

RESOLUTION No. 17-04-02

Mrs. Ricks moved that the Board approve a Memorandum of Agreement between Summit DD, Summit County Public Health, Summit County Probate Court, the ADM Board and the Department of Job & Family Services in support of the Volunteer Guardian Program, for the period April 1, 2017 through March 31, 2018, in an amount not to exceed Fifty Thousand Dollars (\$50,000.00), as presented in attachment #2, and that the Superintendent be authorized to sign said Agreement. The motion, seconded by Mr. Dohnal, was unanimously approved.

2. SURPLUS INVENTORY

RESOLUTION No. 17-04-03

Mr. Quade moved that the Board approve the disposal of surplus inventory in accordance with Ohio Revised Code, as identified in attachment #3. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING (continued)

III. BOARD ACTION ITEMS (continued)

A. FINANCE & FACILITIES COMMITTEE (continued)

3. MARCH FINANCIAL STATEMENTS

R E S O L U T I O N

No. 17-04-04

Mrs. Lee moved that the Board approve the March Financial Statements, as presented in attachment #4. The motion, seconded by Mr. Quade, was unanimously approved.

B. HR/LR COMMITTEE

1. REVISED POLICY 2004 – DRIVING POLICY

R E S O L U T I O N

No. 17-04-05

Mr. Dohnal moved that the Board approve revisions to Policy 2004 – Driving Policy, as presented in attachment #5. The motion, seconded by Mrs. Ricks, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

A. MARCH DD AWARENESS ACTIVITIES UPDATE

In 1987 President Ronald Regan proclaimed March as "*Developmental Disabilities Awareness Month*" and called upon Americans to provide "encouragement and opportunities" necessary for people with developmental disabilities to reach their potential. While Summit DD celebrates the abilities and unique talents of individuals all year, March provides an opportunity to share the Agency's story with a wider audience and to celebrate inclusion. Some of the key activities in March included:

- Advocacy Day (March 7th) held at Mustard Seed Market where individuals talked about the importance of self-advocacy. Approximately 70 people attended this event.
- Movie Night (March 9th) at the Linda Theater where Summit DD partnered with Northeast Ohio Ghostbusters and showed the 1984 movie Ghostbusters. Approximately 100 people attended.
- Inclusion Day (March 16th) – People were encouraged to wear orange to show support for people of all abilities and share pictures on social media. On this date there were 516 people who viewed the Summit DD website, 720 people engaging on the Summit DD Facebook page and 10,000 impressions were created on Facebook.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING (continued)

IV. SUPERINTENDENT'S REPORT (continued)

A. MARCH DD AWARENESS ACTIVITIES UPDATE (continued)

- Play for All (March 16th) – Summit DD, the Cleveland Sight Center and Akron Children's Museum created a sensory-friendly, interactive event that was free for families supported by Summit DD.
- Second Annual Appreciation Breakfast and Awards Ceremony (March 30th) which recognizes the achievements of self-advocates, workers, public leaders, partners and volunteers. There were approximately 264 guests representing more than 30 different organizations throughout Summit County as well as multiple media outlets covering the event.
- 5 Success Stories shared on Facebook

Some of the advertising done in March included:

- 21 ads and 7 editorials across 17 different print newspapers, resulting in almost 300 visitors to Summit DD.org
- 3 online ads with 3 different online news sources
- .30 second commercials running on Pandora, Ohio.com and across various websites, resulting in almost 800 visitors to Summit DD.org
- 22 billboards throughout Summit County
- Earned media (unpaid) featured in many of the area's major newspapers

Mr. Trunk thanked Billie Jo David, Tricia Perduk and the Communications Department staff for all the creative ads and stories and for organizing the many events and activities held in March. The Appreciation Breakfast continues to be a great community event with good feedback from those who attend not only on the quality of the event but also on the significance of the message.

B. CENSUS

The quarterly Census report reflects the total number of children and adults supported by Summit DD has grown by 4%, or approximately 160 individuals, versus the same period as last year and the data shows that the Board continues to support more and more individuals each year. The Board continues to connect individuals to providers and opportunities with a shift in services from the Board as a provider to private providers both in day services and transportation services. The number of adults served by the Board last year was 32% of adults and this year it is 20%. Waivers increased by 3% (56 people), many with the introduction of the SELF waiver. The number of waivers continue to grow each year. Mr. Trunk advised that waivers are a lifetime commitment of support and he commended Holly Brugh and her staff for the great job they have done in finding alternate resources prior to authorizing waivers.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

B. CENSUS *(continued)*

The number of individuals receiving residential supports has grown 3% (44 individuals) since last year with the Board currently supporting approximately 1,600 people. Mr. Quade asked if staff have looked at other county boards to see if they collect similar data. He noted the trends are interesting and it would be curious to see if other boards of similar size are experiencing that same growth. Mr. Trunk responded the data should be available and it would help put things in context.

C. PROVIDER SELECTION BEST PRACTICES AND TOOLS

A question was brought up previously about what the Board is doing to assist families in the selection of quality providers. Mr. Williams explained that over the past year, staff began meeting with families to gather their input. Discussions with providers were also held to talk about what defines quality services and the common standards that all providers could agree to. Many providers in Summit County participated in these discussions resulting in evidenced-based best practices being identified for many of the program areas, such as employment services, integrated community-based day services, transportation and residential services. The information is meant to empower families. A list of questions that individuals and families can use when selecting providers was also created for each area. A provider rating website, much like *Angie's List*, is under development to allow individuals and families to comment on services received by providers. It also allows providers to post comments as well. This will give families access to real time information. A third party will be contracted to run the website. Mr. Quade commented that this is very good work and it will assist families tremendously. He urged staff to ensure that the technology is user-friendly so that it can be accessed by all. Mr. Williams responded that staff are working with a parent group to demonstrate the site and gather their input and feedback.

D. MISCELLANEOUS

Mr. Trunk advised that Policy 2006 – Weapons and Violence-Free Workplace will be taken back to committees in May for further review and discussion. Proposed revisions will be brought back to the Board in May.

A Memorandum of Understanding (MOU) was submitted to METRO with finalization expected soon. Mr. Briggs asked, in the meantime, what rate is being charged to Summit DD riders. Mr. Trunk replied the 18 employed individuals are being charged \$2.00, however, no invoice has been received since the last meeting with METRO.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING (continued)

IV. SUPERINTENDENT'S REPORT (continued)

D. MISCELLANEOUS (continued)

Mr. Trunk noted staff are prepared to advise individuals to pay \$2.00. He further commented it is staff's understanding that \$2.00 is the agreement, however, that has not been received in writing.

Mr. Trunk advised the Evant transition is almost complete and they will be dissolved as a provider. Evant was operating two models – a group home model federally funded through Medicaid and a supported living waiver program. Empowering People is purchasing the federally funded group home side of the business and the waiver program is being transitioned to other private providers. The 30 individuals in community group homes were given short notice of approximately 30-45 days to go through the process of selecting alternate providers. This story was picked up by the media, however, the focus seemed to be on the number of Evant staff who would be losing their jobs.

A levy committee meeting was held last week with three of the co-chairs, Phil Kaufmann, Ken Babby and Reverend Fowler present. Bill Considine was unable to attend this particular meeting but will also be actively involved in the campaign. Reverend Fowler will assist in delivering the message to the faith-based community and Ken Babby, who is with the Akron Rubber Ducks, will assist with promotional messaging. Mr. Trunk stated that Randy Briggs and Allyson Lee will also be part of the Levy Steering Committee along with Sarah Kline, Mayor of Stow, and Shon Christy, a parent. The Steering Committee will be meeting in the near future to talk about the PAC and the levy budget.

The state budget has gone from the Governor to the House and then it will be passed to the Senate. The process will be watched carefully since some of the positive things originally included in the state budget (i.e., expansion of waivers and new money for paying higher wages to direct service providers) were pulled out of the budget. There is uncertainty whether some of the cuts affecting the DD system were shifted to other areas. Health systems and children's services boards were allocated new dollars.

Mr. Trunk thanked Mrs. Pozna for her assistance in presenting an overview of the 2016 budget to the SSAB. He noted it was a good presentation and he believes it went smoothly. He stated this begins to lay the groundwork for the levy presentation to SSAB which will be held in mid-May.

Mr. Trunk stated he met with all Agency staff through small group staff meetings to talk about the importance of the upcoming levy and their role in its passage. He also gave a presentation to the Barberton Rotary Club and was able to talk about the levy.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING *(continued)*

V. PRESIDENT'S COMMENTS

Mr. Briggs stated he has no comments this evening and opened the floor to other Board Members.

Mr. Quade advised that Marion County received a grant from the National Association of Chronic Disease Directors (NACDD) and the Center for Disease Control and Prevention (CDC). The goal of the grant is to ensure that all policy, system and environmental changes established in the community are accessible to all. This is an intentional process to ensure that those living with disabilities are considered in all community solutions. Marion County Public Health and the Marion County Board of Developmental Disabilities have partnered to pilot this national project with great advances already occurring, including the establishment of a mobile produce pantry that delivers food, with the food packaged and distributed by individuals with disabilities. Infrastructure improvements at Tallgrass Trail to support a Universal Bike Share Program have occurred, as well as disability inclusion policies and health equity education. In an effort to support inclusion in Marion County, a Commitment to Disability Inclusion Statement has been adopted by the Creating Healthy Communities Coalition. Mr. Quade stated this is a great program that did not involve that much planning and great results are already being realized.

VI. EXECUTIVE SESSION

RESOLUTION

No. 17-04-06

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

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

The regular session of the Board Meeting adjourned at 6:05 p.m.

The Board entered Executive Session at 6:10 p.m.

The Board Meeting reconvened at 6:25 p.m.

MINUTES – combined work session and regular meeting
Thursday, April 27, 2017

BOARD MEETING *(continued)*

VII. ADDITIONAL ACTION ITEMS

A. EMPLOYMENT CONTRACT – LISA KAMLOWSKY

RESOLUTION No. 17-04-07

Mr. Dohnal moved that the Board approve a contract of employment for Lisa Kamlow sky, Assistant Superintendent, for the period May 29, 2017 through May 28, 2019. The motion, seconded by Mr. Quade, was unanimously approved.

B. EMPLOYMENT CONTRACT – DIAMON PERRY

RESOLUTION No. 17-04-08

Mrs. Ricks moved that the Board approve a contract of employment for Diamon Perry, Ombudsman, for the period August 11, 2017 through August 10, 2019. The motion, seconded by Mr. Quade, was unanimously approved with abstention from Mrs. Lee.

C. EMPLOYMENT CONTRACT – DREW WILLIAMS

RESOLUTION No. 17-04-09

Mrs. Lee moved that the Board approve a contract of employment for Drew Williams, Director of Community Supports & Development, for the period September 15, 2017 through September 14, 2019. The motion, seconded by Mr. Quade, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:27 p.m.

Denise Ricks, Secretary

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
1 st Quarter Action Plan Update	Report on the 1 st quarter results of the 2017 Action Plan	N/A
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p>14 of 21 metrics meet or exceed projections 3 of 21 metrics are within 5% of projections 4 metrics are below projections</p> <p><u>Inclusive Community Update</u></p> <ul style="list-style-type: none"> Summit DD has exceeded projections of children supported in private day care centers in the community with 230 children age 0 – 6. Currently 16% of adults receive community employment supports, below the goal of 16%. Increasing transition age support to 14 – 18 year old will increase community employment options for graduates. In addition, the Agency is exploring option to capture individuals with disabilities who work in competitively employed jobs without supports. Met with several key influencers over the first quarter to familiarize them with Summit DD, supports offered and the Agency's mission of community inclusion, including SSAB Health & Human Services Committee, Tri-County Independent Living, Mayor of Green, Mayor's Association, Akron Chamber of Commerce, and Barberton Rotary Club. <p><u>Person Centered Planning Update</u></p> <ul style="list-style-type: none"> Data from the monthly satisfaction survey is showing an adverse trend for persons served for the Service Coordination Index and Choice and Decision Making Index. Satisfaction trends for parents/guardians, however, are positive in these two areas. The agency will monitor these results and perform a root cause analysis to determine next steps. Children have been assigned across all SSA's to better ensure more consistency during transition points in a child's life. Work has begun to develop an online provider rating tool that is driven by parent's recommendations. <p><u>Individualized Support Update</u></p> <ul style="list-style-type: none"> Summit DD continues to experience a growing demand for services, exceeding first quarter projections in the number of people supported. We are working with the Boys and Girls club to expand options for after school activities. Current Transition Services collaborations are occurring at Woodridge and Copley-Fairlawn Local School Districts. In addition, Summit DD also participated on the Akron Public School 		

Submitted By: Billie Jo David
 For: x Superintendent/Assistant Superintendent
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee
Date: 5/15/17

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

Tactical team which developed a plan to ensure students with disabilities have the same community based employment services as general education students have. As part of that plan Summit DD will be providing training and consultation to school based staff. Summit DD staff continue to meet and discuss the importance of transition based services with school districts within Summit County.

- Currently developing a contract with Total Education Solutions which will provide additional support and resources for children, families and adults with autism. Also, the Assistant Director of SSA is the main point of contact for multi-system youth and adults which is enhancing our relationships with community providers and the judicial system.

Quality Update

- The Agency continues to experience high levels of satisfaction with individuals and families. Individuals also feel their rights are respected by their direct care staff.
- Provider Relations is working on a Provider Orientation training that will cover areas that providers identified as wanting more support in. This training will roll out in April of 2017.
- Developed an automated process to review random samples of provider UI logs monthly and provide technical support for UI investigations and preventive measures.

Organizational Success Update




- Administrative costs as a percent of total budget continue to be below 10%. In the first quarter Summit DD has positively impacted Summit County's local economy.
- Approximately \$25 million of a combinations of local tax dollars, state dollars and federal Medicaid dollars was invested into private local service providers to deliver services to more than 2,000 adults. Approximately \$15.6 Million of those dollars were federal Medicaid dollars that our local tax money draws down as Medicaid match to reinvest into the local economy.
- Summit DD continues to experience a loss in projected revenue as a Medicaid service provider as the Agency complies with the Conflict of Interest mandate from CMS. The Agency received just less than \$500,000 in federal Medicaid revenue during the first quarter of 2017. We projected \$5.3 Million in revenue for the year. Individuals continue to make choices and find alternate service providers for day and transportation programs.
- During the first quarter of 2017 the Agency updated it's timeline for Our Journey Forward and communicated such internally and externally.
- Efforts to secure a renewal of Summit DD's operating levy continued with the unanimous approval of the SSAB budget and levy review committee. Also, more than 400 employees were trained on levy messaging.
- A space planning committee developed a short-term space use plan, creating more office space in administration for current and future needs.

Submitted By: Billie Jo David

Date: 5/15/17

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

2016 Action Plan Plan Dashboard

 meets or exceeds goal
  55%
  45% of goal

1st Quarter

Measure	2016					Trend
	Projection	1st Q	2nd Q	3rd Q	4th Q	YTD
Inclusive Community						
% of residents who support inclusive workplaces	90%	N/A				N/A
% of residents who support inclusive classrooms	70%	N/A				N/A
% of residents who are familiar with Summit DD	65.0%	N/A				N/A
% of adults who work in the community	25.0%	16.0%				16.0%
# of children who receive childcare in the community	100	230				230
Person Centered Planning						
Service Coordination Index (person served)	90.0%	84.0%				84.0%
Choice and Decision Making Index (person served)	80.5%	70.0%				70.0%
Information and Planning Index (parents of adults)	90.0%	93.0%				93.0%
Information and Planning Index (parents of children)	90.0%	91.0%				91.0%
Choices Index (parents)	70.0%	76.0%				76.0%
Individualized Support						
# of families supported through early intervention	895	980				980
# of school age individuals with service coordination	1100	1028				1,028
# of adults who receive residential support	1,700	1,686				1,686
# of adults who receive day services	2,110	1,889				1,889
# of adults who receive transportation	1,905	1,686				1,686
# of individuals supported	4,338	4,022				4,022

2016 Action Plan Plan Dashboard

▲ meets or exceeds goal 55% 25% of goal

1st Quarter

Measure	2016 Projection	1st Q	2nd Q	3rd Q	4th Q	YTD	Trend
Quality							
Person served overall satisfaction	95%	94%				94%	●
Parent/guardian overall satisfaction	89%	89%				89%	▲
Rights & Respect Index	88%	84%				84%	●
Organizational Success							
Administrative costs as a % of total expenses	9.74%	9.86%				9.86%	●
Federal Medicaid reimbursement to private providers for services provided (no local match included)	60 M	15.6				15.6	▲
Total investments into the local economy for services provided (private providers: local tax money + state money + federal Medicaid money)	90 M	25				25	▲
Federal Medicaid reimbursement to Summit DD as a provider of services	5.3 M	0.5				0.5	▼
% of adults who receive federal funds	86.00%	93%				93%	▲