

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

AGENDA

Tuesday, December 12, 2017
Administration – lower level conference center
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

No discussion only items this month

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- I. PRIMARY SOLUTIONS CONTRACT
- II. SUMMIT COUNTY SHERIFF'S CONTRACT
- III. DEPARTMENT OF JOB & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE
- IV. NORTHEAST OHIO NETWORK CONTRACT
- V. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT
- VI. SUCCESS4KIDZ CONTRACT
- VII. DISCOVERY ASSESSMENT CONTRACT WITH HATTIE LARLHAM AND HELP FOUNDATION

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- VIII. NOVEMBER FINANCIAL STATEMENTS
- IX. SUMMIT DD 2018 ACTION PLAN

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. NOVEMBER 14, 2017 (work session and regular meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. PRIMARY SOLUTIONS CONTRACT
 - 2. SUMMIT COUNTY SHERIFF'S CONTRACT
 - 3. DEPARTMENT OF JOB & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE
 - 4. NORTHEAST OHIO NETWORK CONTRACT
 - 5. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT
 - 6. SUCCESS4KIDZ CONTRACT
 - 7. DISCOVERY ASSESSMENT CONTRACT WITH HATTIE LARLHAM AND HELP
 - 8. NOVEMBER FINANCIAL STATEMENTS
 - 9. SUMMIT DD 2018 ACTION PLAN
- VII. SUPERINTENDENT'S REPORT
- VIII. PRESIDENT'S COMMENTS
 - A. 2018 NOMINATING COMMITTEE
 - B. 2018 COMMITTEE ASSIGNMENTS
- X. ADJOURN

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for support contracts in 2018	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2018 for an amount not to exceed \$70,600
SUPPORTING DATA FOR RECOMMENDATION		
<p><i>Total Cost:</i> Not to exceed \$70,600 in 2018</p> <p><i>Summary:</i> Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.</p> <p>The annual license cost for Gatekeeper will be \$52,296 in 2018, a 2.6% increase over the 2017 licensing cost.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$8,304 in 2018, a 3% increase over the 2017 licensing cost.</p> <p>Summit DD also has \$10,000 budgeted in 2018 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are likely to be less.</p> <p>The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$70,600 for all of 2018, which is allocated in the 2018 budget.</p> <p>It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2018 for an amount not to exceed \$70,600.</p>		

Recommended for approval by the November
Finance & Facilities Committee

Submitted By: Russ DuPlain

Date: November 2018

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



Here is the breakdown for quote on the 2018 annual maintenance contracts:

OhioDD.Com	\$8,304.00
Gatekeeper	<u>\$52,296.00</u>
- Consumer Limit:	44,294.00
- Modules:	7,750.00
- Database Server:	252.00

Let me know if you need anything else.
Take care,

Liz

Liz Thompson | Director of Analysis and Testing | **Primary Solutions**
liz.thompson@primarysolutions.net | P: 614.430.0355 ext. 206
Web: www.primarysolutions.net

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Security and Criminal Investigation services for Summit DD	Safety and security of individuals and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.	Renew a contract with Summit County Sheriff's office for a 12 month term to provide security and increase investigation services at a cost not to exceed \$232,639.12 from January 1, 2018 through December 31, 2018.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Health & Welfare

Amount of Increase: \$10, 894

- The \$228,639.12 contract with the Summit County Sherriff's office provides an assigned deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Administration building and other Summit DD Sites. In addition, the deputy will take initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature.
- The contract also provides on Summit County Sherriff's detective to investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands.
- The Detective will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities.
- To date in 2017 there have been 29 arrests (17 misdemeanor and 12 felony). Since the contract's inception in 2013 there have been 53 misdemeanor arrests and 43 felony arrests that led to 43 indictments.
- Up to \$4,000 additional per year to purchase security at events that external entities hold at Summit DD buildings, such as Special Olympics dances.

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

Submitted By: Billie David

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: 10/31/17

POLICING CONTRACT

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

WITNESSETH:

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

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

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

1. Services. The Sheriff's Office will be the Primary law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide SUMMIT DD with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:
 - (a) The total number of Deputies provided to SUMMIT DD during the term of this Contract will be as follows:
 - (2) two Deputies - (1) one (Detective) (1) one Deputy (Security),
 - (b) Deputy will be scheduled by the Sheriff to provide SUMMIT DD with Services for Five (5) Eight (8) Hour Shifts per week, as may be adjusted if necessary by the Sheriff or his designee.
 - (c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outlined in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy
 - (d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
 - (e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to SUMMIT DD.
2. Equipment. The Sheriff will provide a Deputy with Two (2) Vehicles per shift, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.
3. Term. The term of this Contract is (1) one year commencing on January 1, 2018 and will terminate at midnight on December 31, 2018 ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein or if SUMMIT DD funding is not available. The contract can not be terminated by either party for no cause during the (1) one year: If a new Contract has not been executed as of the Termination Date (December 31, 2018), then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until

Akron, Ohio 44308

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

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

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Approved as to Correctness and Form:

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

By: _____

SHERIFF OF SUMMIT COUNTY, OHIO

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

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro
Executive, County of Summit, Ohio

Date

Approved as to Correctness and Form:

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

Schedule A

SUMMIT DD

2 Deputies- 1 detectives, 1 security
 3,335.20 Deputy hours
 2 Vehicles (2 shifts)
 2 Radios

<u>Year</u>	<u>Salaries (per Deputy) Total Deputies</u> <u>(1/1/18 - 12/31/18)</u>		
2018	\$63.82 X 3,335.20 hours	=	\$ 212,852.46
2018	<u>Vehicle (Annual)</u> (1/1/18 - 12/31/18) \$22,960.00 /3 (1/3 Shift) = \$7,653.33 per shift \$7,653.33 shift X 2 Veh.	=	\$ 15,306.66
	<u>Dispatch (Annual)</u> (waived)	=	\$ 0.00
	<u>Radios</u> \$240.00 X 2	=	\$ 480.00
2018	Total		<u>\$ 228,639.12 / 12 = \$19,053.26</u> Per month
		Total:	*\$228,639.12

*As may be adjusted as provided herein.

Schedule B:

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Department of Jobs and Family Services for onsite assistance.	Renewal of contract for DJFS staff to work at Summit DD locations.	Approval of DJFS onsite assistance contract effective January 1, 2018 to December 31, 2018. Contract amount not to exceed \$78,000.
SUPPORTING DATA FOR RECOMMENDATION		
<p>Service Area: SSA # of Individuals Currently Served: All Medicaid Enrollees Amount of Increase: \$7,000</p> <p>This contract collaboration is between the Summit DD and Summit County Department of Jobs & Family Services (DJFS).</p> <p>Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at 89 East Howe Rd., Tallmadge. The caseworker provides assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Persons served and families are able to work with the DJFS staff without going to the downtown Akron offices. Other Summit DD offices may be available for DJFS caseworkers as well.</p> <p>The advantage of this arrangement allows for one caseworker to address special issues and barriers that delay Medicaid enrollment.</p> <p>Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$78,000 annually.</p> <p>Funds are available in the 2018 budget.</p> <p>Recommended for approval by the Services & Supports and Finance & Facilities.</p>		

Submitted By: Holly Brugh For: Superintendent/Assistant Superintendent X Finance & Facilities Committee X Services & Supports Committee HR/LR CommitteeDate: November

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

ON-SITE CASE MANAGER AGREEMENT

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2018 – December 31, 2018
Amount: (Paid to DJFS \$75,000.00)

**AGREEMENT
BETWEEN**

**COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITES BOARD
(FY 2018)**

This Agreement entered into by and between the County of Summit Ohio ("County") on behalf of the County of Summit Department of Job and Family Services (CSDJFS), having its principal place of business located at 1180 South Main Street, Suite 102, Akron, OH 44301, and **County of Summit Developmental Disabilities Board**, having its principal place of business located at **89 East Howe Road, Tallmadge, Ohio 44278** (Provider).

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

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

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

1. Provider will engage the services of one (1) FTE CSDJFS Case Manager. **This Agreement shall be in effect for one (1) year commencing on January 1, 2018, and ending on December 31, 2018.** CSDJFS and Provider shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.
2. **Provider's worksites located at 89 East Howe Road, Tallmadge, Ohio 44278 and ~~636 West Exchange Street, Akron, Ohio 44301~~ will utilize one (1) FTE Case Manager forty (40) hours per week on a shared schedule to be agreed upon by both parties.** The Case Manager will work one hundred percent (100%) of the time processing applications for Medicaid Programs and Services.
3. Provider shall appoint a contact person for the Case Manager. Any and all communication regarding a Case Manager's work performance shall be through the Case Manager's chain of command through CSDJFS' Family Support Services Division.
4. The Case Manager shall continue to be responsible for his/her responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.
5. Case Manager vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated by the CSDJFS Family Support Services Division.

6. If an assigned full time Case Manager is unable to report to work for a period longer than fourteen (14) days for any reason other than vacation, then CSDJFS will provide a substitute Case Manager to Provider within a reasonable period of time. If a replacement Case Manager is not provided by CSDJFS within a reasonable period of time, then Provider shall not be responsible for payment for the period that no one is available.
7. CSDJFS will provide, maintain and assure each Case Manager has a laptop computer with CRIS-E software for the purpose of application processing and case maintenance, and a printer.
8. Provider will provide private office space, office furniture, locking file cabinets, a telephone and a copier for each Case Manager at its site.
9. Compensation and Payment.
 - A. CSDJFS will be responsible for Virtual Private Network (VPN) Box installation and maintenance costs and **Provider will maintain reliable broadband internet connection services, and be responsible for all costs related to such for the term of the Agreement**, to enable internet connection at Provider's worksite with Ohio Department of Job and Family Services (ODJFS) CRIS-E software for the purpose of application processing and case maintenance.
 - B. **Provider will be responsible for Case Manager's salary, including benefits, in an amount not to exceed Seventy-Five Thousand Dollars and 00/100 (\$75,000.00).** The reimbursement provided to CSDJFS shall be on a monthly basis.

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

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

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

changes. CSDJFS shall notify Provider before the effective date of any increases for the CSDJFS Case Managers.

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

10. Independent Contractor. Nothing contained in this Agreement shall be construed to be or create a joint venture or partnership between Provider and CSDJFS. The relationship of Provider to CSDJFS under this Agreement is that of independent Contractor.
11. Responsibility for Audit Exceptions. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.
 - A. Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Agreement period. Provider agrees to a special audit of expenditures if requested by the Director of the Department of Job and Family Services on the basis of evidence of misuse or improper accounting of funds.
12. Equal Opportunity Employment/Non-Discrimination.
 - A. *Non-discrimination in performance*. Provider shall not discriminate against any employee or applicant for employment in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. The Provider shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Agreement. Any Provider found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Agreement.
 - B. *EEO Employer*. The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.
 - C. *Non-discrimination in Employment*. In carrying out this Agreement, Provider will not discriminate against any employee or applicant for employment by reason of

race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Provider will ensure that applicants are hired, and that employees are treated during employment without regard to their race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs.

D. *Posting.* Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Provider will incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and will require all of its subcontractors for any part of such work to incorporate said requirements in all subcontracts for such work.

13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Provider hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Provider. Provider also acknowledges HIPAA requires that all entities subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Provider warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care providers and health

care clearinghouses. Finally, Provider recognizes the following provisions of HIPAA, as amended by the ARRA, apply:

- A. Provider is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Provider.
 - B. Provider is subject to periodic compliance audits with regard to HIPAA compliance.
 - C. Provider is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
 - D. Provider is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
 - E. Provider must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
 - F. Provider can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.
14. Conflict of Interest. Any officer, employee, or agent of Provider or of County or the County of Summit Department of Job and Family Services who exercises any function or responsibilities in connection with the planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement.
15. Lobbying Prohibition. Provider certifies and assures that no Federally-appropriated funds have been paid or will be paid by or on behalf of Provider to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
16. Assignment. Neither party shall assign its rights or delegate its duties here- under without prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
17. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.

18. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:

County of Summit
Director, Department of Law
175 South Main Street
Akron, Ohio 44308

County of Summit Developmental
Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278

19. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas.
20. Waiver. If Provider fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.
21. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
22. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
23. Insurance. Provider will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.
24. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.
25. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Provider is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS further expressly represents that its Case Managers assigned to Provider have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no

proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Provider, it will notify Provider immediately.”

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

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES
BOARD

By: _____

Its: _____
Title Date

Approved as to form:

DEPARTMENT OF JOB AND FAMILY
SERVICES

Anita L. Davis Date
CSDJFS Legal Counsel

Patricia L. Divoky Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
EXECUTIVE

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

**BUSINESS ASSOCIATE AGREEMENT FOR
ON-SITE CASE MANAGER AGREEMENT**

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2018 – December 31, 2018

Amount: Not Applicable

**HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)
BUSINESS
ASSOCIATE AGREEMENT**

This HIPAA Business Associate Agreement (“Agreement”) is entered into by and between County of Summit on behalf of County of Summit Department of Job and Family Services (“CSDJFS”) and **County of Summit Developmental Disabilities Board** (the “Business Associate”) on this _____ day of _____, 2017.

RECITALS

WHEREAS, CSDJFS is a “Covered Entity” as defined in Title 45, Section 164.103 of the Code of Federal Regulations;

WHEREAS, **County of Summit Developmental Disabilities Board** is a “Business Associate” as defined in Title 45, Section 164.103 of the Code of Federal Regulations;

WHEREAS, in the course of Business Associate providing services to or on behalf of CSDJFS, there may be disclosure of Protected Health Information (PHI) of CSDJFS’ clients to Business Associate;

WHEREAS, CSDJFS and Business Associate desire that all PHI is appropriately safeguarded, in accordance with the HIPAA rules. It is the CSDJFS’ policy to protect the confidentiality of its Clients’ information, and to disclose such information only under circumstances and in a manner that is permissible by law, and to require the same of any and all business associates with whom it contracts.

WHEREAS, this Agreement addresses the conditions under which the CSDJFS will disclose and Business Associate will obtain and use an individual’s health information.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

ARTICLE I
DEFINITIONS

- 1.1 ***Comprehensive Definition:*** The following terms, and their respective derivative forms used in this Agreement, when capitalized, shall have the same meaning as those terms in Title 45 of the Code of Federal Regulations (“CFR”) §§ 160.103, 164.402 and 164.501: Breach, Data Aggregation, Designated Record Set, Disclosure, Individual, Information, Minimum Necessary, Notice of Privacy Practices, Privacy Rule, Required By Law, Secretary, Security Incident, Security Rule, Subcontractor, Unsecured Information, and Use, as the same may be amended from time to time.

- 1.2 **HIPAA:** The use of the term “HIPAA” shall mean the Health Insurance Portability and Accountability Act of 1996 and all of the implementing regulations (including Privacy, Security, Breach Notification and Enforcement rules) of that statute as reflected in Parts 160 and 164 of Title 45 of the CFR, and any and all amendments.
- 1.3 **HIPAA Rules:** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- 1.4 **Business Associate** shall generally have the same meaning as the term “business associate” at 45 CFR Section 160.103.
- 1.5 **Covered Entity** shall generally have the same meaning as the term “covered entity” at 45 CFR Section 160.103.
- 1.6 **Protected Health Information or PHI** means any information, including demographic data, whether oral or recorded in any form or medium, that relates to: (1) the past, present, or future physical or mental condition of an individual; (2) the provision of health care to an individual; (3) the past, present, or future payment for the provision of health care to an individual, and (4) that identifies the individual or for which there is a reasonable basis to believe the information can be used to identify the individual. Individually identifiable health information includes common identifiers, including but not limited to, name, address, birth date, Social Security Number, and Client case numbers. PHI shall generally have the same meaning as the term “protected health information” at 45 CFR Section 160.103.

ARTICLE II **BUSINESS ASSOCIATE DUTIES & RESPONSIBILITIES**

2.1 Permitted Uses and Disclosures.

2.1.1 Business Associate may Use and/or Disclose PHI received from, or created and/or maintained on behalf of, CSDJFS to perform functions, activities, or services for, or on behalf of CSDJFS as specified in any service agreement currently in place or negotiated in the future between the parties, that involves the Use or Disclosure of information between CSDJFS and Business Associate, provided that such Use or Disclosure does not violate the Privacy Rule.

2.1.2 Business Associate may Use Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

2.1.3 Business Associate may Disclose Information for the proper management, and administration of Business Associate and to carry out the legal responsibilities, if (a) the Disclosure is required by law; or (b) Business associate obtains reasonable assurances from the person to whom Information is Disclosed that it will be held confidentially and Used or further Disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of Unsecured Information has been potentially Breached.

2.1.4 Use Information to provide Data Aggregation services to CSDJFS as permitted by HIPAA rules.

2.2 Relationship to Individuals

2.2.1 Business Associate agrees that CSDJFS and its Individual Client retain all ownership rights to the Information, and that Business Associate does not obtain any right, title or interest to the Information furnished by CSDJFS.

2.2.2 Business Associate agrees to comply with all lawful requests of Individual Clients to permit access to inspect and obtain a copy of their Information about the Individual that is subject to this Agreement, as required by law, within thirty (30) days of such request.

2.2.3 Business Associate agrees that, within fifteen (15) days of a request being made, it will provide CSDJFS with any Information requested by CSDJFS.

2.2.4 Business Associate agrees to make Information available for amendment and to immediately incorporate any amendments or corrections to an Individual Client's Information upon request by CSDJFS in accordance with applicable law.

2.3 Use/Disclosure in Accordance with Law. Business Associate understands that both CSDJFS and Business Associate are subject to state and federal laws governing the confidentiality of the Information. Business Associate agrees to abide by all such laws, whether or not fully articulated herein, and to keep the Information in the manner and subject to the standards required by the Privacy Rule and any other applicable state and federal law.

2.4 Safeguarding Information. Business Associate agrees to abide by the Security Rule, to establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Information that it receives from CSDJFS, and to prevent individuals not involved in performing the services that it provides to CSDJFS from using or accessing the Information.

2.5 Mitigating Harmful Effects. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of the Use or Disclosure of Information by Business Associate in violation of the requirements of this Agreement. Business Associate shall exercise reasonable diligence to discover any Breach of Information.

Business Associate agrees that if CSDJFS determines or has a reasonable belief that Business Associate may have Used, made a Disclosure of or permitted access to Information in a way that is not authorized by this Agreement, then CSDJFS may in its sole discretion require Business Associate to: (a) promptly investigate and provide a written report to CSDJFS of the Business Associate's determination regarding any alleged or actual unauthorized disclosure, access, or use; (b) cease such practices immediately; (c) return to

CSDJFS, or destroy, all Information; and (d) take any other action CSDJFS deems appropriate, including but not limited to, cancelling the agreement wherein Business Associate provides services to the CSDJFS.

- 2.6 Reporting of Violations. Business Associate agrees that it will immediately report to CSDJFS any Use or Disclosure of Information received from CSDJFS that is not authorized by or otherwise constitutes a violation of this Agreement.

In the event of a potential Breach of Unsecured Information, Business Associate agrees that it will immediately report the potential Breach to CSDJFS, and in no event will it fail to report the potential Breach within three (3) days of its discovery by Business Associate. Business Associate shall include in its report to CSDJFS the following: (a) the identification of each Individual Client whose Information may have been accessed, acquired, used, or disclosed during the Breach; (b) a brief description of what happened, including the date of the Breach and the date of the discovery of the Breach; (c) a description of the types of Information that were involved in the Breach; (d) steps Individual Clients may take to protect themselves from potential harm resulting from the Breach; and (e) a description of what the Business Associate is doing to investigate the Breach, mitigate harm to Individual Clients, and protect against further Breaches. In the event this information is not immediately available, Business Associate shall provide the information to CSDJFS as soon as it is discovered.

Business Associate shall assist CSDJFS as requested to provide notification to affected Individual Clients, and, if requested by CSDJFS, Business Associate agrees to provide a toll-free number, e-mail address, website, or postal address for Individual Clients to ask questions or learn additional information about the Breach. Business Associate agrees to be responsible for all costs related to the Breach, including, but not limited to, any costs incurred by CSDJFS to mail notifications, maintain a toll-free number or website, research information regarding the Breach, or mitigate the effects of the Breach.

- 2.7 Agents and Subcontractors. If it becomes necessary for Business Associate to share Information that has been disclosed to it by CSDJFS with any person or any entity who is not an employee of Business Associate, then Business Associate agrees to cause such person or entity to enter into a written agreement in which the person or entity agrees to abide by all of the terms to which the Business Associate is subject under this Agreement with respect to Information.

- 2.8 Accounting of Disclosures.

2.8.1 Business Associate agrees to document disclosures of Information and the details of such Disclosures as would be required for CSDJFS to respond to a request by an Individual Client for an accounting of Disclosures of Information in accordance with HIPAA.

2.8.2 Within ten (10) days of notice by CSDJFS of a request for an accounting of Disclosures of Information, Business Associate and any agents or subcontractors shall make available to CSDJFS the information required to provide an accounting of Disclosures to enable CSDJFS to fulfill its obligations under the Privacy Rule, including but not limited to

45 CFR § 164.528. Except in the case of a direct request from an Individual Client for an accounting related to treatment, payment, or operations disclosures through an electronic health record, if the request for an accounting is delivered directly to Business Associate or its agents or subcontractors, if any, Business Associate shall within five (5) business days of a request notify CSDJFS about such requests. CSDJFS shall either request that Business Associate provide such information directly to the Individual Client, or it shall request that the information be immediately forwarded to CSDJFS for compilation and distribution to such Individual Client. In the case of direct request for an accounting from an Individual Client related to treatment, payment, or operations disclosures through electronic health records, Business Associate shall provide such accounting to the Individual Client in accordance with and effective on the applicable date set forth in section 13405(c) of the Health Information Technology for Economic and Clinical Health Act (HITECH). Notwithstanding anything in the Agreement to the contrary, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this section for a period of five (5) years after termination of the Agreement.

- 2.9 Minimum Necessary. Business Associate represents and warrants that if it uses or Discloses Information or an element of Information, as permitted under this Agreement, it will do so only in the Minimum amount and to the Minimum number of individuals Necessary to achieve the purpose of the services being rendered to or on behalf of CSDJFS. Business Associate agrees that it will use all reasonable efforts to limit its request for Information to the Minimum amount of Information Necessary to achieve the purpose for which the request is being made. Business Associate agrees to follow any guidance issued by HHS regarding the Minimum Necessary standard.
- 2.10 Availability of Information. Business Associate shall make any and all internal practices, books, records and Information related to this Agreement available to CSDJFS for inspection and/or audit upon request by CSDJFS. This may include, but is not limited, to providing CSDJFS or its assigns access for a review and demonstration of its internal practices and procedures for safeguarding PHI. In addition, Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Information available to the U.S Department of Health and Human Services (HHS) for review, upon the request of that Department.

ARTICLE III RESPONSIBILITIES OF CSDJFS

- 3.1 Disclosure of Information. CSDJFS agrees to Disclose Information to Business Associate upon its own volition, upon Business Associate's request, or upon the request of a third party if such Disclosure is permissible by law, so that Business associate may provide the agreed to services to or on behalf of CSDJFS, unless CSDJFS otherwise objects to the Disclosure, or Business associate is no longer providing the services to CSDJFS. CSDJFS shall not request Business Associate to Use or Disclose Information in any manner that would not be permissible under the Privacy Rule if done by CSDJFS.

3.2 Notification of Changes and Restrictions.

3.2.1 CSDJFS shall provide Business Associate with any changes in, or revocation of, permission by an Individual Client to Use or Disclose Information, if such changes affect Business associate's permitted or required Uses or Disclosures.

3.2.2 CSDJFS shall notify Business Associate of any restriction to the Use and Disclosure of Information to which CSDJFS has agreed in accordance with HIPAA.

3.3 Notice of Privacy Practices. Upon request, CSDJFS will provide Business Associate with a copy of its Notice of Privacy Practice or direct Business Associate to a source where it can be accessed. CSDJFS may notify Business Associate of limitations(s) in the Notice of Privacy Practices of CSDJFS under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Information.

ARTICLE IV
TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective January 1, 2018 to December 31, 2018.

4.2 Termination for Cause. Upon CSDJFS' knowledge of a material Breach by Business Associate of a requirement in this Agreement, CSDJFS shall provide an opportunity for Business Associate to cure the Breach or end the violation. CSDJFS shall terminate the Agreement if Business Associate does not cure the Breach, or end the violation, within the time specified by CSDJFS. CSDJFS may immediately terminate the Agreement if Business Associate has breached a material term of this Agreement, and cure is not possible. If neither termination nor cure is feasible, CSDJFS shall report the violation to the Secretary.

4.3 Effect of Termination. Business Associate agrees that upon termination of the Agreement, Business Associate shall contact CSDJFS with regard to any Information currently in its possession that was received from or created on behalf of CSDJFS, and determine whether CSDJFS wishes to have the Information returned to it or destroyed. If feasible, Business Associate agrees to proceed in accordance with the CSDJFS' instruction. If CSDJFS elects to have the Information destroyed, Business Associate agrees to destroy the Information in a manner specified by HHS as a means of securing Information through guidance issued under section 13402(h)(2) of Public Law 111-5 on the HHS website and by a method acceptable to CSDJFS.

If Business Associate believes that returning or destroying the Information is not feasible on account of a regulatory duty imposed on Business Associate by law, or other valid reason, then Business Associate shall provide to CSDJFS notification of the conditions that make return or destruction not feasible. Upon mutual agreement of the parties that return or destruction of Information is not feasible, Business Associate agrees that the protections afforded to such Information by this Agreement will extend indefinitely beyond the term of this Agreement, and that Business Associate will limit further Uses and Disclosures to those purposes that make the return or destruction of the Information infeasible. Business

Associate agrees that its obligation with regard to notifying CSDJFS of any potential Breach will also extend indefinitely beyond the term of this Agreement. Business Associate further agrees that no Information, copies of Information, or parts thereof, shall be retained when the aforementioned Information are returned or destroyed.

ARTICLE V
MISCELLANEOUS

5.1 Notices. Any notices, demand or communication required, permitted or desired to be given hereunder shall be deemed effectively given when personally delivered or mailed by prepaid certified mail, return receipt requested, addressed as follows:

CSDJFS:

Business Associate:

County of Summit
Director, Department of Law
175 South Main Street
Akron, Ohio 44308

County of Summit Developmental
Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278

Any party may change its address by giving notice in accordance with the provisions of this subparagraph.

5.2 Assignment. No assignment of this Agreement or the rights and obligations hereunder shall be valid without the specific written consent of both parties hereto. Notwithstanding the foregoing, this Agreement shall be deemed to be assigned automatically to any successor entity operating CSDJFS or Business Associate, and to apply automatically to any services provided pursuant to any agreement entered into between the parties in the future (whether or not specifically referenced herein) that involves the Use or Disclosure of Information between or by the parties.

5.3 Waiver of Breach. The waiver of either party of a breach or violation of any provision of this Agreement shall not operate as, or be construed to be a waiver of any subsequent breach of the same or other provision hereof.

5.4 Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, the unenforceability thereof shall not affect the remainder of this Agreement, which shall remain in full force and effect and enforceable in accordance with its terms.

5.5 Entire Agreement. This Agreement constitutes the entire Agreement of the parties with respect to the subject matter hereof, and all prior and contemporaneous understandings, agreements and representations, whether oral or written, with respect to such matters are superseded.

5.6 Amendments. This Agreement may only be amended by the written consent of both parties. The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for CSDJFS to comply with the requirements of HIPAA.

- 5.7 Regulatory References. A reference in this Agreement to a section the Privacy Rule or Security Rule means the sections as in effect or as amended, and for with compliance is required.
- 5.8 Survival. The respective rights and obligations of Business Associate under Article II of this Agreement shall survive the termination of this Agreement.
- 5.9 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits the CSDJFS to comply with the Privacy Rule.
- 5.10 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.
- 5.11 Non-exclusivity. Nothing in this Agreement shall be construed as limiting the right of either party to affiliate or contract with any other person or entity on either a limited or general basis while this Agreement is in effect.

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT DEVELOPMENTAL
DISABILITIES BOARD

By: _____

Its: _____
Title Date

Approved as to form:

DEPARTMENT OF JOB AND FAMILY
SERVICES

Anita L. Davis Date
CSDJFS Legal Counsel

Patricia L. Divoky Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
COUNTY EXECUTIVE

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
2018 services provided by North East Ohio Network (NEON) Council of Governments (COG).	<ul style="list-style-type: none"> • Flow Through for the Family Engagement Program • Fiscal administration of the Family Engagement Program • Annual Dues 	<ul style="list-style-type: none"> • To approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed (\$530,000) for the period of January 1, 2018 through December 31, 2018.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: @630

Amount of Decrease: \$345,000

NEON is a council of governments (COG) established under the authority of Chapter 167 of the Ohio Revised Code. The primary purpose of NEON is to coordinate the power and duties of the member boards to better benefit and serve individuals with developmental disabilities in each of the NEON counties. There are fourteen counties in the NEON COG.

Summit DD contracts with NEON to act as a flow thru for reimbursement to families using the Family Engagement Program.

Family Engagement Program

In 2017, the Family Engagement Program blended together the Family Support Services program and Summer Camp program into one funding stream. This program allowed over 630 families to work with a Summit DD staff member they were already connected to (Developmental Specialist, SSA or Referral and Support Specialist) in determining how they could use the funds to help gain access to the community and meet their individual outcomes. Families and individuals were able to use funds to go to camp, join community programs, participate in school activities and access technology. Last year each individual had access to \$2000 to spend on approved activities. This year the amount will be \$1800 with a total family cap of \$2500. In addition families using the money for respite will have to use a DoDD certified provider who received additional training to work with children. Funding for respite will come directly from the local budget and will not be included in this contract (\$200,000).

This contract will allow NEON to deposit funds directly into a parents or guardians account which they can they access to pay for the good or service. The total amount allocated to NENO for the Family Engagement Program is \$515,000.

In addition, NEON will charge \$12.50 per transaction in an administrative fee for a total not to exceeded \$10,000.

This contract also includes our Annual Dues of \$5000.

Decrease from last year of \$345,000 includes the reduction of FEP monies and bringing QARN and Quality reviews back in house.

Total contract amount of \$530,000. Funds are in the 2018 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: November 2017



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

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

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for flow through for Summit DD's Family Engagement Program.

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor is responsible to provide services as identified and more fully described in Exhibit A of this Contract upon request of Summit DD.
- C. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this

contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.

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

shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The total amount of this Contract shall not exceed **FIVE HUNDRED THIRTY THOUSAND DOLLARS AND no/100 (\$530,000.00)** and is limited to the Summit DD'S 2018 appropriation.

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

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2018 through December 31, 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: Lori Chick, Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

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

SIGNATURES

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

NORTH EAST OHIO NETWORK:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Witness / Date

Print Name

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.

Exhibit A

Description of Services and Fees

SERVICES

Family Engagement Program

- Maintain an understanding of Summit DD's program as detailed in procedures found in Exhibit B attached hereto
- Per authorization from Summit DD, deposit approved funds into individual or family accounts via direct deposit
- Summit DD staff will track all receipts and provide a copy of each receipt to NEON
- If a family fails to turn in any or all receipts, they will not be eligible for any additional funds.

FEES

Family Engagement Program

Summit DD will pay an administrative fee of \$12.50 per transaction and up to \$65 per month in bank analysis fees in an amount not to exceed \$10,000.

Annual Dues

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Oriana House for Alternative Environment Program (AEP)	AEP is a diversion option for individuals with developmental disabilities from county jail pending trial or disposition	Approve contract with Oriana House for AEP for the period 1/1/18 to 12/31/18 in an amount not to exceed \$95,000
SUPPORTING DATA FOR RECOMMENDATION		
<p>Service Area: SSA # of Individuals Currently Served: Projecting 243 bed days Amount of Decrease: \$42,000</p> <p>Summit DD has partnered with Oriana House since October of 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges, in lieu of those individuals awaiting trial/disposition in the Summit County Jail.</p> <p>This contract has ensured the availability of two male beds for eligible individuals in a restrictive, structured residential environment. Funds of \$50,000 per year have supported the guaranteed placement of eligible individuals into these beds. In 2016 we reduced the number of beds from four to two, which has proven to be sufficient.</p> <p>In addition this contract also supports the services provided to individuals when they are placed in the AEP program. Cost is \$185.18 per day. The 2018 contract will fund 243 bed days.</p> <p>Services while housed in the AEP may include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene & nutrition.</p> <p>Total contract amount: \$95,000 \$50,000 bed guarantee \$45,000 bed usage</p> <p>Funds are available in the 2018 budget to support this collaboration.</p> <p>Recommended for approval by the Services & Supports and Finance & Facilities.</p>		

Submitted By: Holly Brugh For: Superintendent/Assistant Superintendent X Finance & Facilities CommitteeDate: 10/2/17 X Services & Supports Committee HR/LR Committee



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

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

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

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation review and site visits. In the event of an adverse finding, 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.
- B. Summit DD shall review and provide prior approval of each person served in need of the service prior to placement in the Oriana Alternative Environment Program. Summit DD will complete periodic reviews of billing process to assure services billed reconcile with services provided.

II. ORIANA OBLIGATIONS

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

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

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

III. ORIANA FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed NINETY-FIVE THOUSAND and 00/100 DOLLARS (\$95,000) and is limited to Summit DD'S 2018 appropriation.
- B. Upon execution of this Contract Summit DD will pay Oriana the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). Summit DD will reimburse Oriana an amount not to exceed One

Hundred Eighty Five Dollars and 18/100 (\$185.18) per diem for each day of service provided to each individual served under this contract.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2018 through December 31, 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

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

It is acknowledged by the parties that this Contract supersedes any and all previous

written or oral Contracts between the parties concerning the subject matter of this Contract. Exhibits attached hereto are adopted by reference as though fully rewritten herein.

D. NOTICES

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

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

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

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

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

SIGNATURES

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

ORIANA HOUSE

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Signature

Title

Title

Date

Date

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a one year contract with Success4Kidz Therapy for the period 1/1/18 to 12/31/18, for a total contract amount not to exceed \$450,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Children's Services

of Individuals Currently Served by S4K: 143, 1706 visits completed

Amount of Increase: none

Success 4 Kidz (S4K) has been providing consultative therapy services for the Board since 2007. Summit DD follows the evidence-based early intervention model recommended by the Ohio Department of Developmental Disabilities. This model provides consultative, in home services to families through a coaching approach. S4K agrees to follow this approach and support Summit DD's Early Intervention program in this manner by:

- Participating in evaluations to determine eligibility for Early Intervention service.
- Meeting weekly as a team with HMG Service Coordinators and Developmental Specialists to ensure that families are supported by one primary service provider who is backed by a team of support professionals.
- Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This allows the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT. Allowing again, for the best fit for each family.

In 2017 to date, S4K has averaged 189 visits per month, and have provided a total of 1706 visits in the past 9 months. This is an increase of 300 from this time last year. In addition, S4K acts as the primary service provider for 51 families and the secondary service provider for 92 families. They also serve 8 3-5 year olds and collaborate with the CPI program to help promote inclusion in child care centers.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service. The current Medicaid rate is \$19.50 per unit.

Funds are in the 2018 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

Date: November 2017

 X Services & Supports Committee

 HR/LR Committee



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

- 2) Contractor will participate in:
 - a. The evaluation of children to determine eligibility and gather needed information to establish outcomes that are most important to families.
 - b. Joint teaming that includes the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities.
 - c. enhancing other professionals abilities to incorporate OT and/or PT strategies into families daily routines
 - 3) Contractor will be available for individual and team consultation as well as joint home visits.
 - 4) Contractor will maintain competency in the use of a variety of evaluation and assessment tools including the Battelle and the AEPS.
 - 5) OTA and PTA will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law. See Exhibit 3
- C. The Contractor agrees to offer consultative support to the Community Partnerships for Inclusion Program and other projects which promote inclusion.
- D. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- E. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- F. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS** (\$450,000.00) and is limited to the Summit DD'S 2018 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2018 through December 31, 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: Success 4 Kidz
ATTN: Denise Ramos, President
1089 Scenicrest St. NW
Uniontown, OH 44685

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

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

SIGNATURES

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

--	--

EXHIBIT 2

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require

policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.

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

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Hattie Larlham and the Help Foundation for Discovery.	Completion of Discovery Assessments to assist person served in identifying community based outcomes.	Recommend that the Board approve a contract with Hattie Larlham and the Help Foundation for the period of 1/1/18 through 12/31/18 in an amount not to exceed \$120,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Community Supports and Development

of Individuals Currently Served: Since 2016 over 200 Discovery Assessments have been completed.

Additional # of Individuals Served:

Total Cost: \$120,000 per year (\$60,000 per agency)

Amount of Decrease: \$0

Satisfaction: Person served, Families and ISP teams continue to be satisfied with the process and outcomes of the Discovery assessment.

Discovery is a process in which a provider conducts a 1:1 assessment over the course of a three month period to determine the interests and desires of an individual. As part of the Discovery Process individuals participate in a work and social observation and a home visit. Once the assessment part of the Discovery process is complete, the provider in conjunction with the team creates what is called a Positive Personal Profile. This profile outlines the individual's interests, goals and potential areas of support. From that, action steps and potential support services to assist the individual in meeting their outcome are identified.

During 2016 and 2017 more than 80 person served as a result of the Discovery assessment choose to seek services that would assist them in obtaining community employment. One example, is Yvarr, who completed the Discovery Assessment in 2017 during the assessment he identified he wanted to work in the restaurant industry. Through the team process and connecting with an employment services provider he obtained employment at Akron University's Dining Services.

Funds are available in the budget.

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

Submitted By: Drew Williams

For: Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: November 2017



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Hattie Larlham Community Services, with its principal office located at 1672 Norton Road Stow, Ohio 44224 hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Hattie Larlham Community Services for completion of Summit DD Discovery Process and submission of the Positive Career Profile .

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 through the review of each completed Positive Career Profile and review of the Contractor's obligations, outlined in Section II. These obligations will be reviewed quarterly with the Contractor. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD will refer individuals to Contractor for assessment via the Discovery Process. Summit DD will provide technical support to the Contractor, as requested.
- C. Summit DD shall provide templates for Contractor's use in completing the Personal Career Profile.
- D. Summit DD shall provide or contract for benefits analysis services for each participant of the Discovery Process for person-served age 18 years and older.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Scope and duration of the Discovery Process will be approximately 20 hours per person and be available to person-served aged 16 years and older.
- C. The process is a 1:1 assessment and shall be completed within three (3) months of referral. Extension of this timeline requires approval by Summit DD.
- D. Following the conclusion of the Discovery Process, the Positive Career Profile will be presented in writing to Summit DD within 5 days of completion of Discovery. Summit DD at its discretion, as the right to review and approve the Positive Career Profile prior to it being presented to the ISP Team.
- E. The provider will maintain documentation of time spent completing the assessment for each person, in a format requested by Summit DD.
- F. The Discovery Process and Positive Career Profile will be completed by staff that is trained in the Board's process of assessment.
- G. Additional services required to complete the Discovery Process and Positive Career Profile (i.e., training wages, benefits analysis) must be approved by the Summit DD prior to being provided.
- H. Contractor will monitor the Discovery activities to ensure that activities are being delivered according to the Best Practice model and that the Positive Career Profile provides detailed, quality information with clearly defined goals, objectives, and strategies that will support and move an individual towards their Path to Employment.
- I. Contractor will collaborate and work with other organizations providing Discovery to utilize and share employer contacts in order to conduct the social and work observations of the Discovery process.
- J. Contractor will provide adequate staffing to carry out the Discovery process and capacity for number of referrals received and person-served choice of discovery provider.
- K. Contractor will address and resolve problems that may arise throughout the Discovery process, including reviewing all discovery documents prior to being submitted to ensure the documents provide detailed, quality information and is infused within the appropriate sections of the Positive Career Profile.
- L. Contractor will provide a customer service approach when conducting all phases of the Discovery process.

- M. Contractor will meet Bi-Monthly (or as needed) with Summit DD and other organizations providing Discovery.
- N. 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.
- O. 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.
- P. 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.
- Q. 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.
- R. 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.

- S. 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.
- T. 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.
- U. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- V. 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.
- W. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- X. 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 SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) and is limited to the Summit DD'S 2018 appropriation.
- B. Summit DD will provide payment in the sum of Fifteen Thousand and 00/100 (\$15,000.00) upon Contractor's successful completion of its obligations under this Agreement, including but not limited to the completion of Positive Career Profiles, on a quarterly basis within thirty (30) days after invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2018 to December 31, 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: Summit DD Board
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Hattie Larlham Community Services
1672 Norton Road
Stow, Ohio 44224

- 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
HELP FOUNDATION, 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 HELP Foundation, Inc., with its principal office located at 26900 Euclid Ave., Euclid, Ohio 44132 hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to HELP Foundation, Inc. for completion of Summit DD Discovery Process and submission of the Positive Career Profile .

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 through the review of each completed Positive Career Profile and review of the Contractor's obligations, Section II. These obligations will be reviewed quarterly with the Contractor. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.
- B. Summit DD will refer individuals to Contractor for assessment via the Discovery Process. Summit DD will provide technical support to the Contractor, as requested.
- C. Summit DD shall provide templates for Contractor's use in completing the Personal Career Profile.
- D. Summit DD shall provide or contract for benefits analysis services for each participant of the Discovery Process for person-served age 18 years and older.

II. CONTRACTOR OBLIGATIONS

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

- B. Scope and duration of the Discovery Process will be approximately 20 hours per person and be available to person-served aged 16 years and older.
- C. The process is a 1:1 assessment and shall be completed within three (3) months of referral. Extension of this timeline requires approval by Summit DD.
- D. Following the conclusion of the Discovery Process, the Positive Career Profile will be presented in writing to Summit DD within 5 days of completion of Discovery. Summit DD at its discretion, as the right to review and approve the Positive Career Profile prior to it being presented to the ISP Team.
- E. The provider will maintain documentation of time spent completing the assessment for each person, in a format requested by Summit DD.
- F. The Discovery Process and Positive Career Profile will be completed by staff that is trained in the Board's process of assessment.
- G. Additional services required to complete the Discovery Process and Positive Career Profile (i.e., training wages, benefits analysis) must be approved by the Summit DD prior to being provided.
- H. Contractor will monitor the Discovery activities to ensure that activities are being delivered according to the Best Practice model and that the Positive Career Profile provides detailed, quality information with clearly defined goals, objectives, and strategies that will support and move an individual towards their Path to Employment.
- I. Contractor will collaborate and work with other organizations providing Discovery to utilize and share employer contacts in order to conduct the social and work observations of the Discovery process.
- J. Contractor will provide adequate staffing to carry out the Discovery process and capacity for number of referrals received and person-served choice of discovery provider.
- K. Contractor will address and resolve problems that may arise throughout the Discovery process, including reviewing all discovery documents prior to being submitted to ensure the documents provide detailed, quality information and is infused within the appropriate sections of the Positive Career Profile.
- L. Contractor will provide a customer service approach when conducting all phases of the Discovery process.
- M. Contractor will meet Bi-Monthly (or as needed) with Summit DD and other organizations providing Discovery.
- N. 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.

- O. 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.
- P. 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.
- Q. 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.
- R. 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.
- S. 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.

- T. 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.
- U. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- V. 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.
- W. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- X. 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 SIXTY THOUSAND AND 00/100 DOLLARS (\$60,000.00) and is limited to the Summit DD'S 2017 appropriation.
- B. Summit DD will provide payment of Fifteen Thousand and 00/100 (\$15,000.00) upon Contractor's successful completion of its obligations under this Agreement, including but not limited to the completion of Positive Career Profiles, on a quarterly basis within thirty (30) days after invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2018 to December 31, 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: Summit DD Board
John Trunk, Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: HELP Foundation, Inc.
Tamara Honkala, President/CEO
26900 Euclid Ave
Euclid, Ohio 44132

- 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.

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

	11/30/2017			11/30/2016			YTD % BUDGET REMAINING	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	2016 ANNUAL BUDGET	2016 YTD ACTUAL	YTD \$ BUDGET REMAINING			
OPERATING REVENUE									
PROPERTY TAXES	\$ 50,662,381	\$ 51,022,088	\$ (359,707)	\$ 50,543,000	\$ 50,382,569	\$ 160,431	0.3%		
REIMBURSEMENTS	12,485,745	11,467,636	1,018,109	13,915,074	17,465,183	(3,550,109)	-25.5%		
GRANTS	1,627,402	931,742	695,660	1,434,473	1,371,534	62,939	4.4%		
CONTRACT SERVICES	157,110	576,845	(419,735)	291,750	141,756	149,994	51.4%		
REFUNDS	-	9,594	(9,594)	-	32,127	(32,127)	0.0%		
OTHER RECEIPTS	63,243	823,007	(759,764)	72,456	136,928	(64,472)	-89.0%		
TOTAL REVENUE	\$ 64,995,881	\$ 64,830,912	\$ 164,969	\$ 66,256,753	\$ 69,530,097	\$ (3,273,344)	-4.9%		
OPERATING EXPENDITURES									
SALARIES	\$ 21,676,369	\$ 17,738,124	\$ 3,938,245	\$ 23,384,781	\$ 19,248,420	\$ 4,136,361	17.7%		
EMPLOYEE BENEFITS	9,624,141	8,326,231	1,297,910	9,408,874	8,473,957	934,917	9.9%		
SUPPLIES	958,239	551,765	406,474	1,252,728	660,965	591,763	47.2%		
TRAVEL AND TRAINING	336,950	276,005	60,945	382,260	294,130	88,130	23.1%		
DIRECT CONTRACT SERVICES	7,966,672	8,282,918	(316,246)	9,468,946	8,130,687	1,338,259	14.1%		
INDIRECT CONTRACT SERVICES	2,163,373	1,936,516	226,857	3,151,988	2,239,016	912,972	29.0%		
MEDICAID COSTS	26,254,631	27,990,054	(1,735,423)	24,715,000	24,624,485	90,515	0.4%		
UTILITIES	612,250	514,648	97,602	721,148	571,252	149,896	20.8%		
RENTALS	142,675	126,825	15,850	357,700	396,952	(39,252)	-11.0%		
ADVERTISING	132,000	137,796	(5,796)	127,500	117,382	10,118	7.9%		
OTHER EXPENSES	363,323	330,725	32,598	383,424	323,652	59,772	15.6%		
EQUIPMENT	256,000	168,004	87,996	277,500	159,527	117,973	42.5%		
REAL PROPERTY IMPROVEMENTS	818,680	880,819	(62,139)	400,000	68,776	331,224	82.8%		
TOTAL EXPENDITURES	\$ 71,305,303	\$ 67,260,430	\$ 4,044,873	\$ 74,031,849	\$ 65,309,201	\$ 8,722,648	11.8%		
NET REVENUES AND EXPENDITURES	\$ (6,309,422)	\$ (2,429,518)	\$ 4,044,873	\$ (7,775,096)	\$ 4,220,896	\$ 8,722,648	11.8%		
BEGINNING FUND BALANCE		BUDGET			ACTUAL				
PLUS: REVENUE	\$ 55,998,359	\$ 55,998,359							
LESS: EXPENDITURES	64,995,881	64,830,912							
ENDING FUND BALANCE	(71,305,303)	(67,260,430)							
	\$ 49,688,937	\$ 53,568,841							

SUMMIT COU. / DD BOARD
NOTES TO FINANCIAL STATEMENTS
FOR THE MONTH ENDED NOVEMBER 30, 2017
(Rounded)

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

Budget:
1 Property Taxes: \$ (39,400)

2 Employee Benefits & Medicaid Costs: 230,700

Revenue:
3 Grants: 31,000

Expenditures:
4 Indirect Contract Services: 36,100
Kronos timekeeping system, 24,300
Relias Learning, web based employee training software.

5 Medicaid Costs: 6,280,900

6 Other Expenses: 32,600

7 Real Property Improvements: 15,800

Revenue:
 Reimbursements: \$ 750,700
 Grants: 117,500

Contract Services: 680,780

Other Receipts: 254,000

Expenditures:
 Direct Contract Services: 680,780

Real Property Improvements: 680,780

Not reflected on this statement, but causing a negative remaining budget balance, was the use of approximately \$322,000 of an available \$331,000 from prior year purchase orders and encumbrances due to timing issues. The remaining expenditures in this category, approximately \$559,000, were 2017 budget expenditures.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
2018 Action Plan Draft	Identify goals and action items to achieve, that align to the 2016 – 2018 Long Range Plan.	Approve 2018 Action Plan

SUPPORTING DATA FOR RECOMMENDATION

The 2018 Action Plan provides the framework for how Summit DD will accomplish its Mission and achieve its Vision. The annual Action Plan highlights the measures and the action items in the coming year to accomplish our long-range goals.

Enrollment growth is projected at a 2% growth rate with 4,700 individuals served. With the following projections for each service area:

- 1,380 children 0-6
- 1,896 adults supported with residential services
- 2,103 adults supports through day programs
- 2,011 adults supported with transportation services

Summit DD will continue to measure and report individual and parent/guardian satisfaction with 95% of individuals and 89% of parents/guardians satisfied. Results will be measured and reported for each service area.

Highlights of new 2018 action items include:

- More Access Points to Summit DD
- Expansion of the Summer Youth Program
- Support Local School Districts in Transition Efforts
- Accreditation from Ohio Department of Developmental Disabilities
- Develop a Long-Term Facility Use Plan
- Update the Long Range Plan

The Public Open House was held on December 4 and the draft plan was reviewed with the provider Executive Council.

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

Submitted By: Billie David

For: Superintendent/Assistant Superintendent

 x Finance & Facilities Committee

 x Services & Supports Committee

 x HR/LR Committee

Date: 10/31/17



2018 DRAFT Action Plan

Our Strategic Planning Process

Summit County Developmental Disabilities Board, or Summit DD's, 2016 - 2018 Long Range Plan establishes the mission, vision, and long range goals and objectives that guide Summit DD's budgeting and daily operations. The plan is developed by the Board, based on input from individuals served, parents/guardians, caregivers, service providers, representatives of community-affiliated groups/agencies, and staff.

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

Our Mission Vision and Values

Our Vision

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

Our Mission

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

Our Values

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

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

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

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

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

Our Long Range Goals

Inclusive Community

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

Strategic Objectives (2016 – 2018)

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

Person Centered Planning

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

Strategic Objectives (2016 -2018)

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

Individualized Support

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

Strategic Objectives (2016 – 2018)

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

Quality

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

Strategic Objectives (2016 – 2018)

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

Organizational Success

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

Strategic Objectives (2016 – 2018)

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

2018 Action Items

Develop Collaborative Relationships with External Partners to Increase Community Employment Outcomes

Summit DD will continue to create partnerships with schools, business, local government Agencies, and chambers of commerce with the goal of increasing community employment outcomes for high school graduates.

Create Customer-Focused Access to Summit DD

Summit DD appreciates that families can't always access our staff during typical business hours. Summit DD will work to understand the needs of families we currently serve and those who are interested in eligibility for our services to make it easier for customers to communicate with us.

Expand the Summer Youth Employment Program

Summit DD believes that high school students with disabilities should have the same opportunities to gain a summer job as every other student. We will work with our community partners to expand our summer youth work program and provide employment opportunities for more students.

Develop a System to Track Developmental Outcomes in Early Intervention

Summit DD provides Early Intervention supports for children and families from birth to age 6 that are customized to fit each family's needs. Teams work with families to develop an Individualized Family Service Plan, or IFSP. The IFSP is a family-driven document that is meant to be used as a road map for services. The IFSP identifies the outcomes that families want their child to meet. Summit DD will create a system to track achievement of these outcomes.

Support Local School Districts in Transition Efforts

Summit DD believes that every individual who wants a community-based job upon graduation from high school should be prepared to work. In order to develop work skills, job exploration and training begins when a student enters high school. Summit DD will offer a variety of support to local school districts ranging from technical assistance to job development services with the goal of preparing each student for community employment.

Implement After-Hours On Call Procedures

Summit DD realizes that the reporting system for incidents that may adversely affect the health, safety or welfare of an individual can be confusing. Summit DD will improve our on call processes and technology to help providers know when to report incidents.

Educate First Responders on Rights and Working with Individuals with Disabilities

Individuals with disabilities who are crime victims have the same rights as crime victims without disabilities. Summit DD will work to educate local first responders to help better prepare them to respond to incidents, and to work with victims and witnesses of all communication abilities.

Increase the Quantity and Quality of Individual Service Plan Reviews

Once the person-centered individual service plan and assessments are developed, a service and support administrator continuously monitors the plan to ensure quality services. Summit DD will increase the quantity of these reviews to ensure the quality of services.

Achieve Accreditation from the Ohio Department of Developmental Disabilities

Summit DD's five year accreditation from the Ohio Department of Developmental Disabilities expires at the end of 2018. With the next on-site review schedule for early 2019, Summit DD will work to prepare for this review to achieve the maximum accreditation and the seamless delivery of services to those we support.

Implement Our Journey Forward

2018 is the final year of Summit DD's federal-mandated transition from Agency provided services to those offered by private disability service providers. Summit DD will transition individuals at Tallmadge, Cuyahoga Falls, and Barberton centers to providers of their choice. The Agency will also implement employee supports during this final transition year.

Develop a Long-Term Facility Use Plan

Summit DD will develop a long-term facility use plan to house staff and operations into the future. Summit DD will evaluate the long-term sustainability of all buildings that are owned by the County to maintain a presence across Summit County.

Update the Long Range Plan

2018 marks the final year of the current long range plan. Summit DD will obtain input from all key stakeholders to ensure our mission, vision, values, and goals will keep the Agency sustainable through the next levy period.

2018 Dashboard

Measure	Projection
# of Individuals Served	4,700
% of Parent/Guardians Highly Satisfied with Services	89%
% of Individuals Very Happy with Services	95%
# of Families Supported Through Early Intervention	1,380
Overall satisfaction with early intervention	95%
# of Adults Who Receive Residential Support	1,896
Satisfaction with residential services	89%
# of Adults Who Receive Day Programs	2,103
Satisfaction with facility-based services	90%
# of Individuals Who Receive Transportation Support	2,011
Satisfaction with transportation services	91%
Choice and Decision Making Index (person served)	80.5%
Information and Planning Index (parents of adults)	90%
Information and Planning Index (parents of children)	90%
Choices Index (parents)	70%
% of Adults who are Employed in the Community	25%
% of Residents who Support Inclusive Workplaces	96%
% of Residents who Support Inclusive Childhood Environments	86%
Administrative Costs as a % of Total Expenses	10%
% of Adults who Receive Federal Funding to Supplement Cost of Services	85%
Total Reimbursement to Providers (Federal & Local)	\$87.4 Million
Federal Reimbursement to Providers (Federal Only)	\$60.4 Million

Explanation of Services

Summit DD connects more than 4,700 children and adults with disabilities to services and supports throughout their entire life. These supports empower people to live their vision of happiness and success. We partner with over 500 service providers throughout Summit County to offer a wide array of services. Through person-centered planning, we connect each person to individualized supports that will help them live their lives to the fullest. Ensuring the quality of care for each person we support continues to be one of our top priorities.

Service Coordination

Summit DD's Service and Support Administrators, or SSAs, are the primary point of contact for individuals, connecting people to supports that help them achieve their personal life goals. SSAs listen and create individualized service plans, or ISPs, that are used as guides to identify support needs and identify outcomes. From private providers in the community to natural supports, SSAs are the connectors that link people to high-quality services and resources. Summit DD SSAs will be there, no matter who is providing services or supports, to provide ongoing coordination of those services. SSAs help to create each individual's budget for services and the money follows the person, regardless of who provides the services. SSAs are available to people and their families throughout their entire life. Service coordination is provided to individuals who are eligible for services at no cost.

Learn more about Service Coordination and the role of an SSA at SummitDD.org/SSA.

Health and Safety

Connecting children and adults with developmental disabilities to high-quality services and supports is very important to us, and we take the health and safety of every person we support seriously. All alleged, suspected and actual incidents that adversely affect the health, safety or welfare of an individual are investigated through Summit DD's Major Unusual Incidents (MUI) department. The MUI staff is responsible for investigating, reporting on and facilitating preventive measures. They work closely with law enforcement when crimes are committed against anyone supported by Summit DD. Our Quality Assurance department completes provider compliance reviews to ensure quality standards are met. Summit DD will continue to identify best practice service standards, monitor supports and provide service partners with training and resources.

Learn more about our commitment to health and safety at SummitDD.org/MUI.

Services for Children

Summit DD provides an array of services for children with developmental disabilities and their families. These services fit the individual needs of each family, from early intervention services and inclusive community programs to school-age supports right in their own communities.

Early Intervention

Summit DD in partnership with Help Me Grow provides services to children with developmental disabilities from birth to age six. We use a consultative model where families are connected with a Summit DD staff to build supports that are flexible and accessible year-round at no cost to families. We tailor the supports by listening to concerns, priorities and family routines.

Find out more about Summit DD's early intervention services at SummitDD.org/EI.

Inclusive Community Supports

We believe that communities are stronger when everyone is included. Through Summit DD's inclusive community supports, professionals work with existing community programs to ensure opportunities are available for families of all abilities. Summit DD staff are experts in inclusion strategies, working with families to find child care options for all ages and coordinate inclusive community opportunities.

Visit SummitDD.org/Kids to learn more about inclusive supports for children and families.

School-Age Supports

Summit DD is also available to support families of school-age children. Whether it's helping with IEPs, finding summer camp or employment, or transitioning from child to adult years, our staff are here to listen to your needs and connect you to the right resources. Our goal is to support families as they make the best decisions for their child's future. Summit DD offers a variety of support to local school districts ranging from technical assistance to job development services with the goal of preparing each student for community employment.

Services for Adults

Summit DD partners with over 500 private providers to connect adults with developmental disabilities to the supports they need to live their lives to the fullest. From residential services to community employment, Summit DD coordinates, funds and monitors services and supports to help each person achieve their own individual outcomes.

Adult Services - Community-Based

Community employment supports are designed to support people in integrated, community occupations that pay a competitive wage. Summit DD works with a wide network of quality private providers that help adults with developmental disabilities prepare for and obtain meaningful employment in the community. Supports range from job development, job exploration, job coaching, and follow-along services. Learn more about the benefits of community employment at SummitDD.org/Employment

Adult Services – Facility-Based Day Support

Summit DD connects adults to a wide variety of quality private provider of day programming options throughout the community. Services include community integration, habilitation services, vocational services or a combination, based on individuals' needs and goals. Visit SummitDD.org/Adults to find out more about programs and providers.

Residential Services

There are many residential options for adults with developmental disabilities. Summit DD uses several quality private providers to connect adults to the residential option they choose and that is a best-fit for them. In-home services from quality private providers can provide assistance with daily needs in an individual's own home or apartment or in the family home. Individuals may need some additional support to live in the community with care in a home they share with up to four roommates (commonly referred to as group homes). Adults may also feel that shared living is their best option, where support services are provided by a live-in caregiver.

Visit SummitDD.org/Residential to discover the many residential options available for adults.

Transportation

Adults with disabilities have several transportation options to help them get to and from day programs, their jobs and around the community. Adults should talk with their SSA about what is important to them in selecting a transportation option. Public transportation options are also available to give people independence and access to community-based recreation and leisure activities.

Find out more about transportation supports at SummitDD.org/Transportation.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

Summit County Developmental Disabilities Board

MINUTES - draft

Tuesday, November 14, 2017
5:00 p.m.

The combined work session and regular monthly meeting of the Summit County Developmental Disabilities Board was held on Tuesday, November 14, 2017 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The work session convened at 5:04 p.m.

BOARD MEMBERS PRESENT

Dave Dohnal, Vice President
Denise Ricks, Secretary
Tom Quade
Meghan Wilkinson
Allyson V. Lee

BOARD MEMBERS EXCUSED

Randy Briggs, Board President
Joe Siegfert

ALSO PRESENT

John J. Trunk, Superintendent	Joe Eck, Director of Labor Relations & Risk Management
Lisa Kamlowsky, Assistant Superintendent	Russ DuPlain, Director of IT & Facilities
Drew Williams, Director of Community Supports & Development	Mira Pozna, Director of Fiscal
Billie Jo David, Director of Communications & MUI	Lynn Sargi, Director of HR
Holly Brugh, Director of SSA & Children's Services	Maggi Albright, Recording Secretary and others

I. PRIMARY SOLUTIONS CONTRACT

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals served and managing billing activities. The annual license cost for Gatekeeper will be \$52,296 in 2018, which is a 2.6% increase over the 2017 cost. Summit DD utilizes OhioDD.com provided by Primary Solutions for tracking billing and utilization of services. Annual licensing costs in 2018 will be \$8,304, which is a 3% increase over 2017. Beyond the annual licensing costs, Summit DD has budgeted \$10,000 in 2018 for customized work and training from Primary Solutions. This amount is an estimate and actual costs are likely to be less. Total costs of contracts with Primary Solutions would not exceed \$70,600. Mr. Quade asked how long the Agency has worked with this vendor. Mr. DuPlain replied this vendor was in place prior to his employment, however, he believes it is approximately eight years. Funds are available in the budget and the Primary Solutions contract has been recommended for approval by the November Finance & Facilities Committee.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

WORK SESSION *(continued)*

II. SUMMIT COUNTY SHERIFF'S CONTRACT

Summit DD contracts with the Summit County Sheriff to provide security and criminal investigation services. There are two assigned deputies and vehicles to be responsible for patrolling both inside the facility and outside parking areas at the Administration building and other Summit DD sites. In addition, the deputy will take initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature. The contract also includes investigation of criminal cases, including conducting relevant interviews, searching for suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimony and other duties based on specific demands. The detective also coordinates with the Prosecutor's office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities. To date in 2017, there have been 29 arrests (17 misdemeanors and 12 felonies). Since the contract's inception in 2013, there have been 53 misdemeanor arrests and 43 felony arrests that led to 43 indictments. The request is to renew a contract with the Summit County Sheriff's office in 2018 in an amount not to exceed \$232,639.12, which is an increase of \$10,894 over the 2017 contract. The 2018 contract includes up to \$4,000/year to purchase security for events held by external entities in Summit DD facilities, such as Special Olympics and dances as well as wage increases for the two deputies. Funds are available in the budget and the contract with the Summit County Sheriff has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

III. DEPARTMENT OF JOB & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE

Summit DD contracts with the Department of Job & Family Services (DJFS) for onsite assistance from a DJFS caseworker to maintain an office at the Administration building and provide assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Persons served, families and staff are able to work directly with the DJFS caseworker. The caseworker is able to address special issues and barriers that can delay Medicaid enrollment. The request is to renew the contract with DJFS for the period January 1, 2018 through December 31, 2018 in an amount not to exceed \$78,000, which would be paid to DJFS in monthly increments. This cost reflects a \$7,000 increase over the 2017 contract, which includes a 3% salary increase for the caseworker. Funds are available in the budget and the JFS contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

IV. NORTHEAST OHIO NETWORK (NEON) CONTRACT

NEON is a Council of Governments (COG) established under the authority of the Ohio Revised Code (ORC) to coordinate the power and duties of member boards to better benefit individuals with developmental disabilities.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

WORK SESSION *(continued)*

IV. NORTHEAST OHIO NETWORK (NEON) CONTRACT *(continued)*

There are currently fourteen counties in the NEON COG. The request is for Summit DD to contract with NEON to be the fiscal administrator and act as a flow through for reimbursement to families who utilize the Family Engagement Program (FEP). The 2018 contract would be in the amount of \$530,000, which also includes annual dues of \$5,000. The 2018 contract amount reflects a decrease of \$345,000 over the 2017 contract due to a reduction in the respite dollars allocated to the FEP program and bringing the Quality Assessment Nursing Services and Quality Reviews back in house. Mr. Quade asked if bringing this service back in-house has a net benefit. Ms. Brugh replied that it won't save money, however it will provide additional resources for families. The FEP is serving approximately 630 individuals and families. Funds can be utilized for camp, to join community programs, participate in school activities and access technology. Last year each individual had access to \$2,000. This year the amount will be \$1,800, with a total family cap of \$2,500. In addition, families using the money for respite will have to use DODD certified providers since those providers have received additional training to work with children. Funding for respite will come directly from the local budget, will be managed in-house and will not be included in the contract amount. NEON will charge a \$12.50 administrative fee per FEP transaction, for the total fee not to exceed \$10,000. Funds are available in the budget and the NEON contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

V. ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT

Summit DD has partnered with the Oriana House since 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges in lieu of those individuals awaiting trial/disposition in the Summit County jail. The contract ensures the availability of two male beds in a restrictive and structured residential environment. Funds of \$50,000/year have supported the guaranteed placement of eligible individuals into these beds. Mr. Dohnal asked what mechanism is in place to ensure availability in the event that a female bed space is needed. Ms. Brugh replied she has discussed this issue with Executives at Oriana House and they are able to make accommodations should the need arise. In fact, there was an instance this year where a female bed was needed and Oriana made accommodations. The bed was only needed for two days and if a more extended stay would become necessary staff would negotiate a rate with Oriana. In 2016, the number of beds was reduced from four to two, which has proven to be sufficient. In addition, this contract also supports the services to individuals when they are placed in the AEP, which is a cost of \$185.18/day. Some of the services include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene and nutrition. The 2018 contract would be for the period January 1, 2018 through December 31, 2018 with a projection of 243 bed days, in an amount not to exceed \$95,000, which is a decrease of \$42,000 over the 2017 contract.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

WORK SESSION *(continued)*

V. **ORIANA HOUSE ALTERNATIVE ENVIRONMENT PROGRAM (AEP) CONTRACT** *(continued)*

Funds are available in the budget and the Oriana House AEP contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

VI. **SUCCESS4KIDZ CONTRCT**

Success4Kidz (S4K) has been providing consultative therapy services for the Board since 2007. Summit DD follows an evidence-based early intervention (EI) model recommended by the Ohio Department of Developmental Disabilities (DODD). This model provides consultative, in-home services to families through a coaching approach. S4K supports this model by participating in evaluations to determine eligibility for EI services, meeting weekly as a team with Help Me Grow (HMG) service coordinators and developmental specialists to ensure that families are supported by one primary service provider who is backed by a team of professionals, and adding OT and PT staff to the team who can serve as the primary service provider. This approach provides services that are the best fit for each individual family. In 2017, S4K has averaged 189 visits/month and have provided a total of 1,706 visits in the past nine months. This is an increase of 300 over last year. S4K acts as the primary service provider for 51 families and the secondary provider for 92 families. They also serve eight 3-5 year olds and collaborate with the CPI program to help promote inclusion in childcare centers. The request is to renew the S4K contract for the period January 1, 2018 through December 31, 2018 in an amount not to exceed \$450,000. Costs are billed at \$75/hour or \$18.75/unit of service. The current Medicaid rate is \$19.50/unit. Funds are available in the budget and the Success4Kidz contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

VII. **DISCOVERY ASSESSMENT CONTRACTS WITH HATTIE LARLHAM AND THE HELP FOUNDATION**

Discovery is a process in which a provider conducts a one on one assessment over the course of three months to determine the interests and desires of an individual. As part of the Discovery process, individuals participate in a work and social observation and home visit. Once the assessment part of the Discovery process is complete, the provider, in conjunction with the team, creates a Positive Personal Profile. This profile outlines the individual's interests, goals and potential areas of support. From the profile, action steps and support services to assist the individual in meeting their outcomes are identified. During 2016 and 2017, more than 80 individuals received services to assist them in obtaining community employment and over 200 Discovery assessments have been completed. The request is to contract with Hattie Larlham and The Help Foundation for the completion of Discovery assessments.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

WORK SESSION *(continued)*

VII. DISCOVERY ASSESSMENT CONTRACTS WITH HATTIE LARLHAM AND THE HELP FOUNDATION *(continued)*

Each contract is in an amount not to exceed \$60,000 and would be for the period January 1st through December 31, 2018. Funds are available in the budget and the contracts with Hattie Larlham and The Help Foundation have been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

VIII. WEAVER INDUSTRIES CONTRACT

Weaver Industries is one of the three primary providers in Summit County that provides production and assembly work to persons served. They also provide payroll services for persons served as well as work procurement, production support, timely pick-up and drop off of work, ensuring all federal and state laws are followed regarding payment of subminimum wage and administrative support services. Summit DD will pay a per diem rate of \$11.36 for each individual for whom Weaver Industries provides payroll services. The number of individuals will be established based on enrollment data as of January 1, April 1, July 1 and September 1, 2018. In addition, Summit DD will reimburse Weaver Industries for persons served who perform cafeteria and janitorial services, paid at minimum wage. Approximately 80 individuals receive services under this contract. Individuals, families and staff continue to be satisfied with the services provided. The contract period is January 1, 2018 through December 31, 2018, in an amount not to exceed \$125,000, which is a decrease of \$243,250 over the 2017 contract. Funds are available in the budget and the contract has been recommended for approval by the October Finance & Facilities Committee.

IX. OCTOBER FINANCIAL STATEMENTS

The first ten months of the year ended with a positive balance of \$6,641,194. Revenue for the month of October included second half homestead and rollback tax settlement in the amount of \$3,030,600, reimbursement of 2017 quarterly state subsidy of \$667,500, TANF reimbursement of \$57,400, and proceeds of \$43,400 from the sale of twelve vehicles. TANF was \$360,000 less than budgeted and is the primary cause of this category being under budget. Relative to expenditures, in an effort to fund over budget waiver match expenses, available budget dollars have been, and will continue to be, transferred to the Medicaid costs line which may cause the appearance of over budget spending. The net effect of all line items within these categories is within budget and not over spent. An Executive Order will be needed to cover the match obligation. There were also waiver administrative fees of \$333,300 in October. The fund balance at the end of October was \$62,639,553. The October Financial Statements have been recommended for approval by the November Finance & Facilities Committee.

The work session adjourned at 5:31 p.m.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:31 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, commented that she recently visited a provider that several persons served had selected for their day services and the individuals seemed very happy and engaged. She expressed appreciation for the recent passage of the Summit DD levy and noted that Ashtabula was the only county on the ballot that did not pass. Ms. Frank thanked Ms. Sargi and her staff for the individual counseling sessions that were offered to help staff prepare for the upcoming changes in insurance benefits and noted she found it very helpful. She wished everyone a happy Thanksgiving.

II. APPROVAL OF MINUTES

A. OCTOBER 26, 2017 (combined work session and regular meeting)

RESOLUTION No. 17-11-01

Mrs. Wilkinson moved that the Board approve the minutes of the October 26, 2017 combined work session and regular meeting, as presented in attachment #10. The motion, seconded by Mrs. Ricks, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. WEAVER INDUSTRIES CONTRACT

RESOLUTION No. 17-11-02

Mrs. Ricks moved that the Board approve a contract with Weaver Industries for the period January 1, 2018 through December 31, 2018, in an amount not to exceed One Hundred Twenty Five Thousand Dollars (\$125,000.00), as presented in attachment #8, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

MINUTES – combined work session and regular meeting
Tuesday, November 14, 2017

BOARD MEETING *(continued)*

III. BOARD ACTION ITEMS *(continued)*

A. FINANCE & FACILITIES COMMITTEE *(continued)*

2. OCTOBER FINANCIAL STATEMENTS

RESOLUTION

No. 17-11-03

Mr. Quade moved that the Board approve the October Financial Statements, as presented in attachment #9. The motion, seconded by Mrs. Ricks, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

Mr. Trunk thanked Ms. Pozna for assisting in the recent 2018 budget presentation to County Council. He stated he believes the presentation went well and anticipates approval soon.

Mr. Trunk met recently with Josh Prest, an Aide to Senator Portman. The conversation focused almost exclusively around Medicaid. Mr. Prest indicated there would not likely be any significant changes in the near future.

Relative to the recent MUI of alleged abuse that has been in the media, an anonymous report initiated the MUI and immediate action was taken, including the sheriff's involvement. The provider took quick action relative to the staff in that home. Individuals living in that home have selected another provider. The first concern was the well being of the person served involved, who was assessed and determined not to have any life threatening injuries. Summit DD has been in regular contact with the leadership of this provider and they are determined to swiftly correct the situation and have already taken steps to do so. Mr. Dohnal asked if there have been any arrests. Mr. Trunk replied that arrests have been made and those arrested have made bond. Mr. Quade asked what changes the provider has made relative to hiring and screening. Mr. Trunk stated the provider immediately reviewed their practices and made some changes at the management and supervisory level. All staff involved in this incident had gone through background checks and nothing surfaced. Mr. Quade commented there is concern since many direct service staff receive a lower rate of pay and noted that he would like to see providers go beyond the basic background check. Mr. Trunk said that increased monitoring would help providers obtain quality staff and indicated that Summit DD's role in this area will be increasing. Mr. Quade noted this would be a good discussion point to have with Senator Portman and these policy issues should be discussed whenever the opportunity arises. Mr. Trunk indicated he is working on scheduling a meeting with Representative Sykes and this would be an agenda item for that meeting.

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

IV. SUPERINTENDENT'S REPORT *(continued)*

The OACB Annual Conference will be held November 29th through December 1st at the Hilton @ Easton in Columbus. Each county board attending needs to identify a delegate and an alternate to be able to vote at the Delegate Assembly. After further discussion relative to who was attending, it was decided that Dave Dohnal would serve as the delegate and Superintendent Trunk would act as the alternate.

Mr. Trunk noted there will be a public hearing for the 2018 Action Plan on December 4th at noon in the Board Room. The intent is to gather feedback from stakeholders. The Plan will be presented at an Executive Council meeting next week as well. The Plan will be on the December Board Agenda for action.

The levy passed by the largest margin 72.12% approval rating in many years. The next closest was 70.16% in 2011. There were over 200 volunteers who contributed 1,200 hours of time; 5,000 yard signs and 50,000 door hangers were placed; 12,500 personal phone calls made through the phone bank; 30,000 automated calls with a recorded message; and 103,000 pieces of mail went out to undecided and absentee voters. Mr. Trunk noted the provider community did a great job of volunteering and supporting the levy effort. There are 420 precincts in Summit County and Issue 3 passed in every one of them. Mr. Trunk thanked Ms. David and everyone involved in helping get the levy passed. It was a team effort and it speaks to the commitment of the organization. Mr. Quade asked if there were areas where the vote was close. Mr. Trunk stated it will take some time to go through all the data but noted that in Akron the vote was 21,000 for and 7,000 against. Mrs. Lee commented that in addition to all the work that was done, it is a testimony of the good work overall and the perception of the Board in the community, as well as community engagement and relationship building that all played in to the passage of the levy; Summit DD is a well respected organization in the community.

V. PRESIDENT'S COMMENTS

Mr. Dohnal commented that Mr. Briggs' flight was delayed so he was unable to attend tonight and stated it is his privilege to make the President's comments. The results of the levy give the Board an enormous sense of pride in the fact that there was an overwhelming majority of the community who are in favor of supporting the individuals we serve. The unwavering performance of Summit DD staff has exceeded expectations. Mr. Quade added that in this time of transition, it is extremely unusual to have this high level of support. He expressed his gratitude to staff.

Relative to the MUI discussed earlier, the situation was handled with the highest degree of professionalism. Staff reacted quickly and sent a clear message that persons served will get the protection they deserve and anyone who violates it will be subject to swift consequences. He thanked everyone involved in this situation.

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

VI. EXECUTIVE SESSION

RESOLUTION

No. 17-11-04

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 compensation of a public employee. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mrs. Wilkinson.

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

The regular session of the Board Meeting adjourned at 5:58 p.m.

The Board entered Executive Session at 6:05 p.m.

The Board Meeting reconvened at 6:14 p.m.

VII. ADDITIONAL ACTION ITEM

A. SUPERINTENDENT'S COMPENSATION

RESOLUTION

No. 17-11-05

Mr. Quade moved that the Board authorizes a salary increase of 2.5% for Superintendent John Trunk, retroactive to January 1, 2017. The motion, seconded by Mrs. Ricks, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:15 p.m.

Denise Ricks, Secretary