

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

# **AGENDA**

Thursday, February 22, 2018  
Administrative Board Room  
**5:00 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. NEW POLICY 4048 – INDEPENDENT PROVIDERS AND OVERTIME
- II. GARDINER HVAC CONTRACT

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

*No items this month*

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

- III. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE (SRC) SHARED POOL FOR YOUTH CONTRACT
- IV. JANUARY FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. JANUARY 25, 2018 (annual organizational meeting and combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE (SRC) SHARED POOL FOR YOUTH CONTRACT
    - 2. JANUARY FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
  - A. CENSUS
  - B. 2018 BOARD IN-SERVICE TRAINING SCHEDULE
  - C. BOARD SELF REVIEW
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
New Board policy around Independent Providers and Overtime	The Ohio Department of Developmental Disabilities implemented a new rule focused on reviewing and to the extent possible, decreasing the amount of overtime Independent providers work.	That the Board approve Policy 4048

### **SUPPORTING DATA FOR RECOMMENDATION**

**Service Area:** Services to Person served.

On February 1, 2018 The Ohio Department of Developmental Disabilities implemented a rule focused on reducing, to the extent possible, the amount of overtime an independent provider works.

As part of this draft policy, Summit DD would work with Independent Providers to identify the number of hours of Medicaid and Locally funded services they are currently providing, anywhere within the State. If an Independent provider is consistently working more than forty (40) hours in a week Summit DD, in collaboration with individuals served, will consider other options in an effort to reduce, to the extent possible, the need for the Independent provider to consistently work over forty (40) hours in a work week.

If there are known or anticipated circumstances where a provider would work more than sixty (60) hours in a work week, those events will be discussed and identified in an individual's ISP. If as a result of an emergency, an independent provider works more than sixty (60) hours in a work week, they must notify Summit DD within seventy two (72) hours of providing those services.

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

Submitted By:    Drew Williams   

For:        Superintendent/Assistant Superintendent

Date:    2/1/18   

  X   Finance & Facilities Committee

  X   Services & Supports Committee

       HR/LR Committee

## 4048 – INDEPENDENT PROVIDERS AND OVERTIME

In accordance with O.A.C 5123:2-9-03, Summit DD will work collaboratively with individuals who receive services, independent providers and the Ohio Department of Developmental Disabilities (DODD) to reduce, to the extent possible, the need for independent providers to work overtime.

1. When individuals served are seeking to identify a provider for services and an independent provider has identified themselves as a willing and able provider, Summit DD will work with the independent provider to determine the number of hours each work week he or she is scheduled to deliver services anywhere in the State.
  - a. If the services requested would create a scenario where the independent provider would consistently be working over forty (40) hours per week, the individual's team will actively consider the use of other providers, remote technology or other available options to reduce overtime.
  - b. Summit DD may limit the number of hours an independent provider may provide services in a work week in the event that more cost-effective options are identified through the person-centered planning process that meet the individual's needs.
2. If an independent provider is consistently providing more than forty (40) hours of Medicaid-funded services in a work week, anywhere in the state, they must notify Summit DD. Summit DD will work with the independent provider and the individuals they serve through the team process to identify alternate resources that minimize, to the extent possible, the need for the independent provider to work over forty (40) hours in a work week.
3. As part of the Person Centered Planning process, ISP teams will identify anticipated or known circumstances where it might be necessary for an independent provider to work more than sixty (60) hours in a work week. These circumstances will be documented in the individual's ISP. If, as a result of a documented emergency, an independent provider works over sixty (60) hours in a work week, they must notify Summit DD within seventy-two (72) hours of the circumstances that created the emergency and report the hours worked that exceeded the limit.

OAC 5123:2-9-03

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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Allocation of resources for maintenance in 2018	Annual maintenance contract and additional repair costs for all HVAC systems	The Board approve the request to enter into contracts and purchases with Gardiner in 2018 for an amount not to exceed \$59,026
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p><i>Total Cost:</i> Not to exceed \$59,026 in 2018</p> <p><i>Summary:</i> Summit DD uses Gardiner to provide routine and emergency maintenance on all the HVAC units at all of our facilities.</p> <p>The annual cost for the maintenance contract is \$49,026 in 2018.</p> <p>Summit DD also has \$10,000 budgeted in 2018 for repairs that are outside of the maintenance contract, which includes "non-maintainable parts" such as heat exchangers, ductwork, structural supports, water / steam / drain piping, refrigerant piping and coils, wiring, and replacement of obsolete equipment.</p> <p>This is a high estimate of the out of maintenance amount we may need, and actual costs are likely to be less.</p> <p>The combined costs for the maintenance contract and out of support costs is expected to be a maximum of \$59,026 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 agreements with Gardiner in 2018 for an amount not to exceed \$59,026.</p>		

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

Submitted By:     Russ DuPlain    

Date:     February 2018    

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



December 1, 2017

Mr. Nathan Doney  
Summit County Developmental Disabilities Board  
89 East Howe Road  
Tallmadge, Ohio 44278

**SUBJECT: LEVEL THREE SELECT MAINTENANCE AGREEMENT**

Dear Mr. Doney:

The below agreements between Summit County Developmental Disabilities Board and Gardiner are scheduled to renew January 1, 2018.

<b>Cost Breakdown Per Location</b>	
Barberton Center	<b>\$ 7,100.00</b>
Cuyahoga Falls Center	<b>\$ 7,100.00</b>
Bath Center	<b>\$ 8,607.00</b>
Tallmadge Center	<b>\$ 9,501.00</b>
Transportation Department	<b>\$ 3,760.00</b>
Weaver Learning Center	<b>\$ 12,958.00</b>
<b>Total Annual Amount</b>	<b>\$49,026.00</b>

Your agreement amount will be: **\$49,026.00** payable in monthly amounts of **\$4,085.50**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge. This agreement can be voided or changed with a 30 day notice from customer.

**January 1, 2018 through December 31, 2018**

There are two phone numbers, which connect you to us **24-hours a day**. The Gardiner Service number is **440/349-5588**, and the Gardiner line is **440/248-3400**. Please feel free to use our toll free numbers, 800/582-4344 and 800/251-4044, during normal business hours.

Please acknowledge to Jamie Barnett via email at [jbarnett@whgardiner.com](mailto:jbarnett@whgardiner.com) or 440/349.5588 ext. 1557 and advise new purchase order number.

Your business is always appreciated. We look forward to continuing to service the needs of your facility.

Sincerely,  
**Gardiner**

Jeff Covert

Account Manager  
[jcovert@whgardiner.com](mailto:jcovert@whgardiner.com)  
440-724-6189

**Customer Acceptance:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_ PO# \_\_\_\_\_



## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Contract with Summit County Family and Children First Council Shared Pool for Youth (Service Review Collaborative)	Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems.	Summit DD to continue participation in shared pool agreement for amount of \$110,700 for the time period of January 1, 2018 through December 31, 2018.

#### **SUPPORTING DATA FOR RECOMMENDATION**

**Service Area:** SSA

**Amount of Decrease: \$0, Total Cost \$110,700**

As required by ORC 121.37 (C) (1-9), Family and Children First Councils must develop a county-specific Service Coordination Mechanism, which serves as the guiding document for coordination of services in the county. The purpose of the Service Coordination Mechanism is to streamline and coordinate existing government services for families seeking services for their children (age birth through 21) and to ensure that eligible families have access to service coordination. The Service Review Collaborative (SRC) is a function that supports the county's Service Coordination Mechanism by:

- Promoting positive community impact by identifying gaps and barriers throughout the system and developing strategies to address those gaps/barriers
- Collaborating to serve children/families served by multiple systems more efficiently and effectively
- Assisting the Family and Children First Council in assuring all families being served by multiple county agencies have access to cross-system Service Coordination
- Promoting and supporting a streamlined, coordinated, and collaborative delivery of care for individual children and families with complex needs
- Managing resources that support creative and innovative ways to meet the needs of families with multi-system issues

The activities of the SRC will include:

- Reviewing and monitoring requests for community-based services for children with multi-system needs
- Offering case consultation from a multi-system perspective to staff from any agency dealing with a complex youth/family
- Reviewing individuals cases that are in need of more restrictive placement settings such as residential treatment and then monitoring those youth in residential treatment
- Issuing recommendations and/or offering alternatives to better serve youth and families

The newly formed SRC will take the place of Summit County Cluster and the Systems of Care (SOC) collaborative. In 2017 there were 64 youth served through SOC, 19 of those youth were Summit DD eligible. In addition in 2017, there were 83 referrals made to Cluster, 23 were Summit DD eligible and 8 received some type of funding support from Cluster, including the cost of residential placement.

Funds from this contract will be pooled with funds from Summit County Children's Services (\$171,245), Juvenile Court (\$131,084), and the ADM Board (\$145,431) to support the work of the SRC and the various needs of the children/families involved including residential placement.

Summit DD will have 2 staff members who serve as part of the SRC committee and will have access to bring any Board eligible child/family to the committee for support and funding recommendations.

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

Submitted By: Holly Brugh

For: \_\_\_\_\_ Superintendent/Assistant Superintendent

Date: 2/18

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

## **SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL/SUMMIT COUNTY SHARED POOL FOR YOUTH FUNDING AGREEMENT**

This Agreement is made between **County of Summit Developmental Disabilities Board (DD)**, located at 89 E. Howe Ave., Tallmadge, Ohio 44278, John Trunk, Superintendent, duly authorized, and the Summit County Family and Children First Council, (FCFC), authorized under Ohio Revised Code Section 121.37.

This Agreement is effective from January 1, 2018, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on December 31, 2018.

### **I. PURPOSE**

DD agrees to contribute funding to FCFC in carrying out its statutory roles and responsibilities to families with children who have complex, multiple needs in Summit County.

### **II. GENERAL PROVISIONS**

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

### **III. FUND MAINTENANCE**

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

### **IV. FUNDING**

Under the terms of this Agreement, DD agrees to donate and deposit into the separate fund account, on behalf of FCFC, an amount of One Hundred Ten Thousand and Seven Hundred Dollars (\$110,700). In the event of termination prior to December 31, 2018, DD shall be reimbursed proportionately and commensurate with the actual term of the Agreement. The other contributors are: Summit County Juvenile Court (\$131,084), Summit County Children Services (\$171,245), and County of Summit ADM Board (\$145,431).



**V. FUND USE/ACCESS**

All funds deposited into the separate fund account shall be used to pay the costs of services for children accessing the FCFC Service Coordination Mechanism. In addition, funds will be used to pay the salaries and fringe benefits, training, travel and supplies of FCFC Director, FCFC staff and FCFC Cross Systems Training.

The FCFC Committee designated to manage the FCFC Service Coordination Mechanism shall determine the eligibility of any youth regarding the use of FCFC funds. In addition, the designated committee will determine the appropriateness of placement and/or services to be provided and whether or not the entire cost or a portion of the cost for such services and/or placement should be paid from the fund. The FCFC, upon receipt of the written approval of the designated committee, may withdraw monies from the fund in amounts sufficient to pay for the approved services and make direct payment to the service provider. The FCFC will monitor monthly expenditures to assure spending does not exceed the FCFC approved budget.

The financially contributing members to the fund retain oversight responsibilities and report out to the FCFC Executive Council. Any questions, concerns or disputes regarding funding for a specific child will be directed to the Executives of the financially contributing members of the fund. SCHD shall provide fiscal reports to the FCFC in accordance with the Administrative/Fiscal Agent Agreement.

**VI. AGREEMENT REVIEW**

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (December 31, 2018), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the agreement.

**VII. SEPARABILITY**

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

**VIII. COMPLETE AGREEMENT**

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

**IX. MODIFICATION**

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

representative of each party.

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

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

**XI. NO WAIVER**

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

**XII. NOTICE**

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

**For FCFC:**

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

**For DD:**

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

**XIII. HIPPA COMPLIANCE**

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

**XIV. CONFIDENTIALITY**

FCFC agrees that all information communicated to them with respect to clients of DD is confidential. FCFC promises and agrees that they shall not disclose any such confidential information to any other person unless specifically authorized to make any such disclosures, they shall do so only within the limits and to the extent of that authorization.

**XV. RECORD ACCESS**



## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into this 1st day of January, 2018, by and between Summit County Board of Developmental Disabilities (referred to as "Business Associate") and Summit County Combined General Health District (referred to as "Agency") in conformance with the Health Insurance Portability and Accountability Act of 1996, its regulations, and the HITECH Act of 2009.

WHEREAS, Agency will make available and/or transfer to Business Associate confidential, personally identifiable health information in conformance with the Agreement for Services executed simultaneously with this Business Associate Agreement, and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

### 1. Definitions.

- 1.1. **Protected Health Information ("PHI")** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto, received from or on behalf of the Agency.
  - 1.2. **Unsecured PHI** is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
  - 1.3. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - 1.4. **Individual** means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.
  - 1.5. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.
2. **Copy of Privacy Practices.** If applicable, Agency shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
  3. **Permitted Use.** The Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:

- 3.1. Covered Functions.** Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the underlying agreement.
- 3.2. Disclosure Restrictions.** If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
- 3.2.1. Disclosure is required by law; or
  - 3.2.2. Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially and only may be used or further disclosed as required by law or for the purposes of the disclosure; and person/entity agrees to notify Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
- 3.3. Data Aggregation.** To permit the Business Associate to provide data aggregation services relating to the health care operations of Agency. Aggregation is defined as combining PHI received from multiple Business Associates to produce data analysis that relates to the operation of the respective Covered Entities.
- 4. Minimize Use of PHI.** The Business Associate agrees that it will not request, use or release more than the minimum necessary amount of PHI to accomplish the purpose of the use, disclosure or request.
- 5. Business Associate Safeguards.** The Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency. The Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
- 6. Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.**
- 6.1. Incident Reporting.**
- 6.1.1. Business Associate shall report to Covered Entity the following:
    - 6.1.1.1. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and

6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

6.1.2. Within 24 hours of discovery of a suspected reportable incident as described in 6.1.1 above, Business Associate shall notify Covered Entity of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within 72 hours of discovery shall provide Covered Entity, in writing, a report describing the results of Business Associate's investigation, including:

6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;

6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;

6.1.2.3. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;

6.1.2.4. A description of the probable causes of the incident;

6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and

6.1.2.6. Whether the Associate believes any federal or state laws requiring notifications to individuals are triggered.

6.1.3. Reporting and other communications made to the Covered Entity under this section must be made to the agency's HIPAA privacy officer at:

Summit County Public Health  
Legal Division  
330-926-5738 or  
330-926-5736  
[tstearns@sched.org](mailto:tstearns@sched.org) or  
[snemecek@sched.org](mailto:snemecek@sched.org)  
1867 W. Market St.  
Akron, OH 44313

**6.2. Business Associate Mitigation.** In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the agency. Business Associate shall preserve evidence.

**6.3. Coordination.** Business Associate will coordinate with the agency to determine additional, specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities. Notifications, if any, will be made at the direction of the agency.



- 6.4. Incident costs.** Business Associate shall bear all costs associated with the incident. This may include, but not be limited to, costs associated with notifying affected individuals. It also may include the cost of investigation, remediation, and assistance to individuals including services such as a standard level of credit-monitoring such as Debix's standard service or other comparable service available to Ohio agencies under state term schedules.
- 7. Agency Indemnification.** Business Associate hereby indemnifies Agency and agrees to hold Agency harmless from and against any and all losses, expense, damage or injury that Agency may sustain as a result of, or arising out of, Business Associate, or its agent's or subcontractor's, unauthorized use or disclosure of PHI.
- 8. Subcontractor Obligations.** Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents. The Business Associate shall obtain Agency approval prior to entering into such agreements.
- 9. Access to PHI.** Business Associate shall make all PHI and related information maintained by Business Associate or its agents or subcontractors available as soon as practicable following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:
- 9.1. Inspection and Copying.** Make the PHI maintained by Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- 9.2. Accounting.** To account for disclosures of PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PHI in its possession available to Agency as soon as practicable following a request for PHI, but within fifteen (15) days, to fulfill Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Agency, incorporate any amendments or related statements into the information held by the Business Associate and any subcontractors or agents.
- 10. Compliance and HHS Access.** The Business Associate shall make available to the agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from the agency, or created or received by the Business Associate on behalf of the agency. Such access is for the purpose of determining the agency's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that Agency has the right to immediately terminate this Agreement and seek relief, including the right to contract for replacement service through another entity at the same cost, with the Business Associate responsible for paying

any difference in cost, if Agency determines that the Business Associate has violated a material term of the Agreement.

- 11. Ownership and Destruction of Information.** The PHI and any related information created or received from or on behalf of Agency is and shall remain the property of the Agency. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Upon termination of this Agreement, Business Associate agrees, at the option of Agency, to return or securely destroy all PHI created or received from or on behalf of Agency following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate agrees to provide Agency with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and all copies of PHI is not feasible, the Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
- 12. Termination.** Notwithstanding any term or condition in the underlying agreement, the State may terminate the underlying agreement if at any time it determines that the Associate has violated a material term of this Business Associate Agreement. In the alternative, the State may, at its sole discretion, take any action provided in the underlying agreement, may suspend the Agreement, or may allow Associate a reasonable period of time to cure before termination, when such action is determined to be in the State's best interest. Upon suspension of the agreement, the State may, at its sole discretion, require the Associate to comply with the requirements of the above Ownership and Destruction of Information paragraph, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the underlying agreement as they relate to performance of the underlying agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.
- 13. Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
- 14. Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
- 15. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the State and the Associate.



**SUMMIT COUNTY DD BOARD  
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE  
FOR THE MONTH ENDED JANUARY 31, 2018 AND 2017**

	1/31/2018			1/31/2017				
	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 50,570,330	\$ -	\$ 50,570,330	100.0%	\$ 49,922,980	\$ -	\$ 49,922,980	100.0%
REIMBURSEMENTS	12,301,000	3,831,070	8,469,930	68.9%	12,485,745	1,239,860	11,245,885	90.1%
GRANTS	1,250,000	255,387	994,613	79.6%	1,627,402	23,059	1,604,343	98.6%
CONTRACT SERVICES	450,000	10,725	439,275	97.6%	157,110	121,851	35,259	22.4%
REFUNDS	-	-	-	0.0%	-	1,428	(1,428)	0.0%
OTHER RECEIPTS	86,000	52,850	33,150	38.5%	63,243	18,701	44,542	70.4%
<b>TOTAL REVENUE</b>	<b>\$ 64,657,330</b>	<b>\$ 4,150,032</b>	<b>\$ 60,507,298</b>	<b>93.6%</b>	<b>\$ 64,256,480</b>	<b>\$ 1,404,899</b>	<b>\$ 62,851,581</b>	<b>97.8%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 19,083,932	\$ 1,658,630	\$ 17,425,302	91.3%	\$ 21,676,369	\$ 1,828,441	\$ 19,847,928	91.6%
EMPLOYEE BENEFITS	8,611,271	253,775	8,357,496	97.1%	9,854,803	723,268	9,131,535	92.7%
SUPPLIES	708,020	39,318	668,702	94.4%	958,239	63,640	894,599	93.4%
TRAVEL AND TRAINING	315,350	17,585	297,765	94.4%	336,950	38,112	298,838	88.7%
DIRECT CONTRACT SERVICES	9,320,084	683,711	8,636,373	92.7%	8,515,264	821,672	7,693,592	90.4%
INDIRECT CONTRACT SERVICES	2,174,030	163,815	2,010,215	92.5%	2,783,900	148,002	2,635,898	94.7%
MEDICAID COSTS	28,410,000	6,618,330	21,791,670	76.7%	24,765,000	5,652,532	19,112,468	77.2%
UTILITIES	649,174	20,115	629,059	96.9%	702,100	54,387	647,713	92.3%
RENTALS	23,600	17,945	5,655	24.0%	142,675	21,681	120,994	84.8%
ADVERTISING	132,000	1,145	130,855	99.1%	132,000	-	132,000	100.0%
OTHER EXPENSES	335,250	8,329	326,921	97.5%	363,323	10,434	352,889	97.1%
EQUIPMENT	342,000	82,540	259,460	75.9%	256,000	-	256,000	100.0%
REAL PROPERTY IMPROVEMENTS	350,000	4,914	345,086	98.6%	379,000	46,532	332,468	87.7%
<b>TOTAL EXPENDITURES</b>	<b>\$ 70,454,711</b>	<b>\$ 9,570,152</b>	<b>\$ 60,884,559</b>	<b>86.4%</b>	<b>\$ 70,865,623</b>	<b>\$ 9,408,701</b>	<b>\$ 61,456,922</b>	<b>86.7%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (5,797,381)</b>	<b>\$ (5,420,120)</b>	<b>\$ (6,609,143)</b>		<b>\$ (6,609,143)</b>	<b>\$ (8,003,802)</b>		
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>						
PLUS: REVENUE	\$ 50,547,257	\$ 50,547,257						
LESS: EXPENDITURES	64,657,330	4,150,032						
<b>ENDING FUND BALANCE</b>	<b>\$ 44,749,876</b>	<b>\$ 45,127,137</b>						

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

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENTS  
FOR THE MONTH ENDED JANUARY 31, 2018  
(Rounded)**

An evenly distributed budget remaining for a one month period  
Evenly distributed budget remaining for eleven months

8.3%  
91.7%

<b><u>Revenue:</u></b>		
1	Property Taxes:	
	Approximately 49% of annual property taxes are expected in March or April.	
2	Reimbursements:	
	Quarterly state subsidy,	\$ 667,500
	FY 2013 DODD Cost Report settlement.	2,828,400
3	Grants:	
	Receipt of HMG reimbursements that was expected in 2017.	244,300
4	Other Receipts:	
	Wellness reimbursement from Aetna that was expected in 2017.	44,200
<b><u>Expenditures:</u></b>		
5	Direct Contract Services:	
	Annual contract payment to Summit Housing Development Corp. (SHDC) to assure stable and affordable residence for individuals living in homes owned by SHDC.	\$ 200,000
6	Indirect Contract Services:	
	Annual maintenance and support contract renewals for the following applications: Advizex - Storage area network hardware and software maintenance and support, ComDoc - DocuWare and Job Router maintenance and support, Altura - Phone system mainiance.	20,200
	Quarterly Medicaid waiver administrative fee,	27,800
	Quarterly Medicaid waiver match.	18,100
7	Medicaid Costs:	337,400
8	Equipment:	6,280,900
	A block of consulting hours with ComDoc for the document scanning and Job Router projects.	77,100

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

## Summit County Board of Developmental Disabilities

# MINUTES - DRAFT

Thursday, January 25, 2018  
5:00 p.m.

The **annual organizational meeting, combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, January 25, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **annual organizational meeting** convened at 5:07 p.m.

### BOARD MEMBERS PRESENT

Randy Briggs  
Denise Ricks  
Tom Quade  
Dave Dohnal  
Meghan Wilkinson  
Allyson V. Lee  
Tami Gaugler

### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowky, Assistant Superintendent  
Mira Pozna, Director of Fiscal  
Russ DuPlain, Director of IT, Records &  
Facilities  
Drew Williams, Director of Community  
Supports & Development

Joe Eck, Director of Labor Relations &  
Risk Management  
Holly Brugh, Director of SSA & Children's  
Services  
Maggi Albright, Recording Secretary  
and others

## I. INTRODUCTION OF NEW BOARD MEMBER – TAMI GAUGLER

Tami Gaugler was welcomed as the newest Member of the Summit DD Board. Mrs. Gaugler is the Assistant Director of Tri-County Independent Living Center and she also serves on a variety of committees in the community. She is a graduate of the University of Akron. Mrs. Gaugler was appointed by Summit County Executive Ilene Shapiro and confirmed by County Council. Her term runs from January 1, 2018 through December 31, 2021.



MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

## **ANNUAL ORGANIZATIONAL MEETING (continued)**

### II. ELECTION OF OFFICERS

Mr. Briggs thanked Mr. Quade and Mr. Dohnal for serving as the Nominating Committee and collecting nominations for 2018 Board Officers. Mr. Quade shared a slate of officers in which one candidate was nominated for each position. He stated that each person nominated has agreed to serve and thanked everyone for their willingness to serve. Mr. Briggs called for additional nominations. Hearing none, Mr. Quade reported the 2018 Summit DD Board Officer nominations are: President: Randy Briggs, Vice-President: Meghan Wilkinson, and Secretary: Denise Ricks.

#### RESOLUTION No. 18-01-01

Mr. Quade moved that the election of Board Officers for 2018 be approved, as follows:

President:	Randy Briggs
Vice President:	Meghan Wilkinson
Secretary:	Denise Ricks

The motion, seconded by Mrs. Ricks, was unanimously approved.

### III. ETHICS COMMITTEE

Mr. Briggs stated that an Ethics Committee is needed for 2018 and called for volunteers.

#### RESOLUTION No. 18-01-02

Mrs. Wilkinson moved that the Board Members appointed to serve on the Ethics Committee in 2018 are as follows:

Tom Quade
Denise Ricks
Allyson V. Lee

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

### IV. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES

The following Superintendent Committee assignments were proposed:

Finance & Facilities Committee:	Tom Quade, Dave Dohnal and Allyson V. Lee
HR/LR Committee:	Randy Briggs & Meghan Wilkinson
Services & Supports Committee:	Dave Dohnal, Meghan Wilkinson and Tami Gaugler

Mr. Briggs asked Board Members if they are satisfied with the 2018 committee assignments. Hearing no objections, the proposed committee assignments for 2018 stand. Mrs. Albright will develop dates and times of 2018 committee meetings and distribute as soon as possible.

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

## **ANNUAL ORGANIZATIONAL MEETING** *(continued)*

### V. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT

Individuals appointed or reappointed to serve on a county developmental disabilities board are required by the Ohio Revised Code (ORC) Section 5126:024 to provide a Declaration of Eligibility to serve upon appointment or reappointment. Best practice recommends this document be reviewed and signed by each Board Member on an annual basis versus solely upon appointment or reappointment. Additionally, Summit DD Board Members agreed to sign a Code of Ethics and Conduct each year at the time Declarations are signed. Mrs. Albright has distributed both documents to Board Members for their signatures and will collect the signed forms at the end of the meeting.

The annual organizational meeting adjourned at 5:18 p.m.

## **WORK SESSION**

The **work session meeting** of the Summit County Developmental Disabilities Board convened at 5:18 p.m.

### I. DECEMBER 2017 FINANCIAL STATEMENTS

Revenue for December included quarterly Title XX reimbursement of \$80,000, quarterly Medicaid Administrative Claims (MAC) reimbursement of \$425,400 and proceeds from the Ellet auction of \$18,900. Expenditures for the month included County chargeback for Internal Audit Department (IAD) follow-up in the amount of \$12,200, payment of quarterly MAC fees of \$12,800 and \$24,600 for the purchase of office furniture and flooring for renovated classrooms. Mrs. Pozna explained the under budget spending and lower revenue is the result of person served selecting other providers quicker than anticipated. She noted that cost projections are improving each year. Mr. Briggs asked if there are any concerns. Mr. Trunk replied there are no concerns, the transition is just moving at a faster rate than anticipated. Mrs. Lee asked about persons served selecting other providers at a faster pace. Mr. Trunk explained that the 2017 budget is constructed in May/June of 2016. At that time, it was anticipated that approximately 200 individuals would transition in 2017, however, there were approximately 400 individuals who transitioned in 2017 and the major portion of the budget variances are in direct contracts and Medicaid line items.

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

## **WORK SESSION (continued)**

### **I. DECEMBER 2017 FINANCIAL STATEMENTS (continued)**

There are currently about 100 individuals still being supported in Summit DD day programs so there won't be as dramatic of a swing in 2018 as there was in 2017 in some of the budget line items. The Gifts and Donations Fund had a balance of \$182,563 at the end of 2017. These funds are used for person served costs and activities. The Permanent Improvement Fund had a balance of \$229,405 at the end of 2017 as a result of the sale of properties. These funds will be used for property improvements. The Escrow Fund had a balance of \$6,602 at the end of 2017 resulting from auction bid deposits and the Southern Center lease deposit. The fund balance at the end of December was \$50,547,257.

### **II. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2018 MEMBERSHIP DUES**

The OACB has been in place for 34 years and provides assistance to county boards with federal and state issues, advocacy, communication, professional development and technical assistance. Some of the accomplishments of the OACB include:

- ✓ Securing a 25% increase in Targeted Case Management (TCM) rates, netting a minimum of \$25 million dollars in additional funds for county boards relative to Medicaid waivers
- ✓ Securing state funds to defray county board costs for TDD waivers
- ✓ Securing state funds to reduce local SSA costs for ICF Exit waivers
- ✓ Streamlined county board levy statutes resulting in more flexibility in managing levy renewal cycles
- ✓ Assisting with the creation and implementation of a short-term admission process for Developmental Centers
- ✓ Assisting the Ohio Treasurer's Office with the creation and launch of STABLE accounts

Summit DD's 2018 OACB membership dues are \$77,250, which is a 3% increase. Dues have not been increased since 2007 and are determined based on the size of the county board and the number of individuals it supports. OACB maintains 100% membership from all 88 counties in Ohio. Funds are available in the budget and Superintendent Trunk recommends that Summit DD continue to participate in OACB membership in 2018.

The work session adjourned at 5:30 p.m.

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:30 p.m.

### I. BOARD MEMBER CAUCUS

Mr. Quade commented that he is involved with a grant through the American Public Health Association from Special Olympics International regarding the level of intentional inclusivity of individuals with developmental disabilities and healthy lifestyle promotions and programming at all phases, to include planning, delivery and programming. A survey will be sent to state affiliates and local health departments to make sure all individuals benefit from programs. One of the questions on the survey is "*who is a potential partner*". Mr. Quade said he is hoping that Summit DD is identified as a partner. The findings will be presented in Seattle in June at the Special Olympics conference, along with an assessment of the degree of research. He commented that this is a long overdue blending of these two areas. Mr. Trunk replied that he discussed this initiative with Mr. Quade and Drew Williams and Summit DD can be counted on for support.

### II. APPROVAL OF MINUTES

#### A. DECEMBER 12, 2017 (combined work session and regular meeting)

##### RESOLUTION No. 18-01-03

Mrs. Wilkinson moved that the Board approve the minutes of the December 12, 2017 combined work session and regular meeting, as presented in attachment #3. The motion, seconded by Mr. Quade, was unanimously approved.

### III. BOARD ACTION ITEMS

#### A. DECEMBER 2017 FINANCIAL STATEMENTS

##### RESOLUTION No. 18-01-04

Mrs. Lee moved that the Board approve the December 2017 Financial Statements, as presented in attachment #1. The motion, seconded by Mr. Quade, was unanimously approved.

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

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

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

#### B. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2018 MEMBERSHIP DUES

##### RESOLUTION No. 18-01-05

Mr. Quade moved that the Board approve payment of 2018 membership dues to the Ohio Association of County Boards in the amount of Seventy Seven Thousand Two Hundred Fifty Dollars (\$77,250.00), as presented in attachment #2, and that the Superintendent be authorized to execute said payment. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

### IV. SUPERINTENDENT'S REPORT

Mr. Trunk thanked Board Members for their participation in the recently completed Board Member Self-Review. He indicated that copies of the compiled results have been distributed to Board Members for their review and subsequent discussion at the February Board Meeting.

As the new Vice President of the Superintendent's Executive Committee (SEC), Mr. Trunk has been invited to participate in monthly meetings with Director Martin and his Executive Team, along with the other SEC officers and Bridget Gargan, Executive Director of OACB. The first meeting was held earlier this week. These meetings will provide the opportunity to talk candidly with the Director about important systemic design issues as well as planning and priorities for the future. There was discussion at the initial meeting relative to the system transition and that some county boards are more progressive and farther along in the process than others. Mr. Briggs asked if there are plans for trainings or mentorships for the counties that are not progressing as quickly. Mr. Trunk replied that OACB does provide training, however, nothing structured has been developed relative to the transition. There was some discussion about training local county council members on the future direction and policy of county boards. Mr. Quade noted that the Ohio Public Health Association offers mentoring relationships that are supported by a program of retired professionals who still want to contribute to the system.

There has been statewide interest between county boards, providers and DODD to explore expanded use of remote technology supports to address staffing and supervision issues, particularly in homes where persons served live. Summit DD has offered to be a pilot county to look at increasing this type of support. OPRA, OACB and DODD are all supportive of this approach and it has real potential to stretch resources and still provide individuals the level of support need.

MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

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

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

The Statewide Provider Compliance Workgroup has had three meetings so far. The group is comprised of county board representatives, DODD staff, providers and families and Superintendent Trunk is also a participant. The group is exploring ways to enhance county boards' role and relationships relative to monitoring and providing consistency. The group seems to be in agreement that there is interest in decertifying poor performing providers, pay and retention of quality staff is a consistent issue and timelines need to be shortened when problems arise. To accomplish this, DODD will need to relinquish some of their current responsibilities to county boards. Mrs. Lee asked if there has been any discussion regarding provider training relative to the impact of opiate issues and how that impacts persons served. Mr. Trunk responded that training is offered to providers at the state level around issues that providers have identified. He acknowledged this is an issue that is permeating all levels of our society and it is a rising concern that needs to be addressed.

Mr. Trunk advised that he is working on creating a 2018 in-service training plan for the Board. Trainings will be held directly after a Board Meeting. Mr. Quade asked if these trainings will count toward the requirement of Board Members to earn four credits per year. Mr. Trunk replied that they will and noted DODD has identified some required topics which he will incorporate into the schedule.

Mr. Trunk commented he met with Mayor Judge of Barberton earlier this week to discuss future plans for the Russ Pry Barberton Center. He also has a meeting scheduled with Mayor Kline of Tallmadge to provide an update on the Howe Rd. campus and its future use.

The Impact Group was hired by UDS to complete a study last year relative to individuals with disabilities accessing services in Summit County, particularly around the areas of intake and eligibility. Superintendent Trunk and members of his staff met with UDS staff and representatives from the Impact Group to review the results. Mr. Trunk noted that some clarification relative to the county board's roles and responsibilities may be needed.

### V. PRESIDENT'S COMMENTS

Mr. Briggs thanked everyone for Summit DD's success in 2017. He noted that much time and energy was expended as everyone worked hard toward successful passage of the levy. Now is not the time to rest on our laurels; we need to move forward and push the ceiling even higher. He encouraged everyone to keep up the good work.



MINUTES – annual organizational meeting and combined work session and regular meeting  
Thursday, January 25, 2018

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

### VI. EXECUTIVE SESSION

#### RESOLUTION No. 18-01-06

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

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

The regular session of the Board Meeting adjourned at 6:00 p.m.

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

The Board Meeting reconvened at 6:22 p.m.

### VII. ADDITIONAL ACTION ITEM

#### A. EMPLOYMENT CONTRACT – MIRA POZNA

#### RESOLUTION No. 18-01-07

Mr. Quade moved that the Board approve a contract of employment for Mira Pozna, Director of Fiscal, for the period April 16, 2018 through April 15, 2020. The motion, seconded by Mrs. Ricks, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:23 p.m.

December 2017 Executive Summary Dashboard		
	YTD Total	Definition
<b>Total Annual Persons Served</b>	<b>4423</b>	<b>Unduplicated</b> cumulative total of YTD Persons Served. Census line XI
Total Adults	2454	Cumulative total of YTD adults. SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children	2492	Cumulative total of YTD children. El and ages 3+, SSA Assigned, and school age registry snapshot. Note: Children who become adults during time period are also counted as adults.
<b>Total Waiver</b>	<b>2147</b>	<b>Unduplicated</b> cumulative total of YTD count of individuals receiving a waiver. Census line IVB5
IO	1396	Individuals receiving I/O funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	732	Individuals receiving level 1 funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
<b>Total Day Array</b>	<b>2050</b>	<b>Unduplicated</b> cumulative total of YTD Persons Served receiving day array services. Census line IIH6
Waiver funded	1966	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	474	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
<b>Total Day Array Service Delivery</b>		
Summit DD	412	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider	1965	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
<b>Total NMT Service Delivery</b>	<b>1990</b>	<b>Unduplicated</b> cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG
Summit DD	256	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1914	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
<b>Total Homemaker Personal Care Supports</b>	<b>1854</b>	<b>Unduplicated</b> cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII
Shared 24/7 sites	215	# of sites individuals receive shared HPC services Note: this represents congregate community sites
Foster sites	145	# of Foster Care sites. Note: This includes single and shared Foster care

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

# 2017 December Census

		Point in Time Snapshot as of 12/31/2017	Cumulative Year to Date	Definitions
<b>I CHILDREN'S SERVICES</b>				
A	EARLY INTERVENTION (EI)			
1	Total EI Children Served Community Based 0-2	478	881	Developmental specialist assigned
2	Total EI Children Served Community Based 3-5	430	531	Developmental specialist assigned
3	Total EI Child Care Specialist assigned 3-5	0	0	old children's registry w/o services
B	Child care (Birth to 3)			
1	Paving the Way	0	0	Age Birth - 3, center based, children with delays
2	Community Child Care - (Community Partnerships for Inclusion)	25	36	Age Birth - 3, community partnership for inclusion
3	Total Children (Birth to 3) (unduplicated count) II.B.1 through II.B.2	25	36	
C	Child Care (2 3 and up)			
1	Paving the Way	0	0	Age 3 and up, center based, children with delays
2	Community Child Care - (Community Partnerships for Inclusion)	146	307	Age 3 and up community partnership for inclusion
3	Total Children ages 3 and up served (unduplicated count) I.C.1 through I.C.3	146	307	
4	TOTAL CHILDREN SERVED IN EI AND CHILD CARE (unduplicated count) I.A.1 through I.A.3 plus I.B.3 plus I.C.3	963	1407	
D	TOTAL ENROLLED IN HEAD START (unduplicated count)	N/A	N/A	NOT included in Total Lives Touched
E	TOTAL CHILDREN-ON-SCHOOL-AGE-REGISTRY SERVED	0	0	Eligible children, not assigned a specific SSA, receiving services as needed and as requested
<b>II ADULT Day Array services</b>				
A	Summit DD OPERATED WAIVER FUNDED SERVICE			
1	Vocational Habilitation	0	1	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Day Support	0	0	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	122	287	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) II.A.1 through II.A.3	122	287	Combination of Voc Heb and Day Support
B	Summit DD OPERATED LOCALLY FUNDED SERVICE			
1	Vocational Habilitation	7	18	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	5	11	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	0	8	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Summit DD Operated (unduplicated count) II.B.1 through II.B.3	12	32	Combination of Voc Heb and Day Support
5	TOTAL ADULT Day Array services - Summit DD OPERATED (unduplicated count) II.A.4 plus II.B.4	134	314	
C	PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH			
1	Vocational Habilitation	0	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Day Support	0	0	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	1313	1454	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) II.C.1 through II.C.3	1313	1454	Combination of Voc Heb and Day Support
D	PRIVATE PROVIDER LOCALLY FUNDED SERVICE			
1	Vocational Habilitation	124	183	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	85	126	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	1	9	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) II.D.1 through II.D.3	201	294	Combination of Voc Heb and Day Support
5	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) II.C.4 plus II.D.4	1513	1692	
6	TOTAL ADULT Day Array services (unduplicated count) II.B.5 plus II.D.5	1627	1832	
E	Summit DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH			
1	Supported Employment Enclave	0	1	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	0	60	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Summit DD Provided (unduplicated count) II.E.1 through II.E.2	0	61	Help people to perform work in a regular employment setting with minimal support
F	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED			
1	Supported Employment Enclave	1	2	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	1	35	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Summit DD Provided (unduplicated count) II.F.1 through II.F.2	2	37	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT Day Array services, EMPLOYMENT Summit DD OPERATED (unduplicated count) II.E.3 plus II.F.3	2	98	
G	PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH			
1	Supported Employment Enclave	46	57	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	0	110	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Waiver Funded Private Provider (unduplicated count) II.G.1 through II.G.2	46	164	Help people to perform work in a regular employment setting with minimal support
H	PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED			
1	Supported Employment Enclave	9	22	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	6	91	Help people to perform work in a regular employment setting with enhanced supervision
3	Total Adult Day Array services, Employment - Locally Funded Private Provider (unduplicated count) II.H.1 through II.H.2	25	111	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT Day Array services, EMPLOYMENT PRIVATE PROVIDER (unduplicated count) II.G.3 plus II.H.3	71	273	
5	TOTAL ADULT Day Array services, EMPLOYMENT (unduplicated count) II.F.4 plus II.H.4	73	339	
6	TOTAL ADULT SERVICES ARRAY (unduplicated count) II.D.6 plus II.H.5	1695	2050	
7	Total Competitively Employed	TBD	TBD	



# 2017 December Census

Point in Time Snapshot as of 12/31/2017 Cumulative Year to Date

Definitions

III	SSA ONLY	Snapshot as of 12/31/2017	Cumulative Year to Date	Definitions
A	Children - SSA Assigned	988	1085	Age 6-22 in School, SSA Assigned, No Other Services Provided
B	Adults - SSA Assigned	345	404	Age 22 and over - SSA Assigned, No Other Services Provided
C	TOTAL SSA ONLY (unduplicated count) I.I.A. through I.I.B	1343	1475	
IV	HOME AND COMMUNITY BASED WAIVERS			Summit DD contributes 40% Match
A	I/O WAIVERS			
1	Number of Waivers requested		22	As requested by Summit DD
2	Number of Waivers ODD awarded	19	104	As awarded by ODD
3	Number of Waivers Filled	1363	1386	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	467	595	In-Home supports in family home or persons' own residence
5	Foster Homemaker Personal Care	0	215	Person living with care giver not a family member
6	24/7 shared staffing for Homemaker Personal Care Supports	573	633	Person receiving 24x7 paid staff supervision support
B	LEVEL ONE WAIVERS			
1	Number of Waivers requested		60	As requested by Summit DD
2	Number of Waivers ODD awarded	17	66	As awarded by ODD
3	Number of Waivers Filled	688	732	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	289	360	In-Home supports in family home or persons' own residence
C	SELF WAIVERS			
1	Number of Waivers requested		33	
2	Number of Waivers ODD awarded	5	35	
3	Number of Waivers Filled	52	54	Waivers in active use
D	TOD WAIVERS			
1	Number of Waivers requested	0	35	
2	Number of Waivers ODD awarded	2102	2147	
3	Number of Waivers Filled			
V	TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV.A.3 plus IV.B.3 plus C3 and D			
	Summit DD FUNDED SUPPORTED LIVING			
A	Living Independently in community w/ Homemaker Personal Care Supports	144	201	Summit DD pays 100% local for individuals not enrolled on Waiver
B	Foster Homemaker Personal Care	4	7	In-Home supports in family home or persons' own residence
C	24/7 shared staffing for Homemaker Personal Care Supports	154	222	Person living with care giver not a family member
D	TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V.A through V.D	154	222	Person receiving 24x7 paid staff supervision support
VI	INDIVIDUALS LIVING IN AN ICFDD (unduplicated count)	58	70	Cumulative YTD #'s. may be duplicated across service categories
VII	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)	63	63	Individuals residing in an intermediate care facility funded by ODJFS, and is an option for persons served
VIII	TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IV A4,5,6 (VB4, VD VI VII) (unduplicated count)	1525	1854	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served
IX	TRANSPORTATION			Cumulative total of YTD residential supports is unduplicated
A	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	65	237	
B	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	9	21	Transportation to and from Day Array services, Summit DD contributes 40% Match
C	TOTAL NUMBER OF PERSONS SERVED Summit DD OPERATED TRANSPORTATION (unduplicated count) IX.A plus IX.B	74	256	Transportation to and from Day Array services, Summit DD pays 100% local
D	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	1500	1626	Transportation to and from Day Array services, Summit DD contributes 40% Match
E	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	243	353	Transportation to and from Day Array services, Summit DD contributes 40% Match
F	TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.D plus IX.E	1743	1914	Transportation to and from Day Array services includes Brokerage, Summit DD pays 100% local
G	TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.C plus IX.F	1803	1990	
X	QUALITY OF LIFE ACTIVITIES			
A	Special Olympics	59	589	Summit DD pays 100% local
B	Blast	75	731	number of people that participated in year around sports training and athletic competition (duplicate of number of people that participated in Social and Rec. for individuals employed in the community.
C	College For Living	62	811	number of people that attended Educational and Leisure classes offered this quarter.
D	Camp	N/A	224	number of people that attended summer camp for school-aged students. (reported end of Aug)
E	Family Support Services/Family Engagement Plan	11	653	number of people that were awarded FSS dollars for respite, Adaptive Equ. or home mod.
F	Other	N/A	N/A	
G	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X.A. through X.G	207	3008	Includes duplicates, NOT included in Total Lives Touched
XI	TOTAL ANNUAL PERSONS SERVED (unduplicated count)	3898	4423	Cumulative total of YTD Persons Served receiving some type of service or support. SSA Assigned, Callous, Early Intervention, Typically Developing Children, School Age Registry
XII	WAITING LISTS Services Requested or Needed within 12 Months			
A	Adult Day Array services	0	0	Waiting for Voc Hab, Day Support, and/or Supported Employment longer than 45 days
B	24/7 shared staffing for Homemaker Personal Care Supports	0	0	Waiting to receive 24 x 7 paid staff supervision support
C	Individual Options Waiver	1573	1573	Waiting for an individual options waiver slot
D	Level One Waiver	857	857	Waiting for a Level One waiver slot