

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

# **AGENDA**

Thursday, April 26, 2018  
Administrative Board Room  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
- II. SUMMIT DD SUMMER WORK PROGRAM
- III. MINUTE MEN CONTRACT

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

- IV. NON-BARGAINING EMPLOYEE COMPENSATION SYSTEM

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

- V. VOLUNTEER GUARDIAN PROGRAM
- VI. MARCH FINANCIAL STATEMENTS
- VII. DIRECT SERVICE CONTRACT

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. MARCH 22, 2018 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. VOLUNTEER GUARDIAN PROGRAM
    - 2. MARCH FINANCIAL STATEMENTS
  - B. HR/LR COMMITTEE
    - 1. NON-BARGAINING EMPLOYEE COMPENSATION SYSTEM
  - C. ETHICS COMMITTEE
    - 1. DIRECT SERVICE CONTRACT
- VII. SUPERINTENDENT’S REPORT
  - A. CENSUS
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
TANF Summer Youth Work Experience Program	Partnership between Summit County Job and Family Services, Summit DD and Six private providers to support eligible students in an eight week summer work experience program.	Recommend approval to partner with Summit County Job and Family Services and six private providers to support eligible students in a summer work experience program.
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p><b>Service Area:</b> Summer Work Experience Program/Transition Services for Youth</p> <p><b># of Individuals Currently Served:</b> In 2017, Summit DD partnered with six providers to serve 40 students. Summit JFS has asked Summit DD to once again serve 40 students.</p> <p><b>Amount of Increase/Decrease: 0</b></p> <p><b>Satisfaction:</b> Students and families were generally satisfied with the work experience program last year.</p> <p>Summit County Job and Family Services has requested to partner with Summit DD on supporting up to 40 eligible students in the TANF Summer Work Experience Program. Summit County Job and Family Services has allotted \$140,000, with Summit DD contributing an additional \$63,340 for a total of \$203,340.00.</p> <p>The 2018 TANF Summer Youth Work Experience Program, is an eight week summer work experience program that is administered by the Summit County Job and Family Services Department. To be able to participate, students must be between the ages of 16 and 24 and live with a family that has an income that is at or below 200% of the federal poverty level. For students that are 19 and older, another minor child must also reside in the home as well.</p> <p>The program will run June 11<sup>th</sup> through August 4<sup>th</sup>, with students working 20 hours per week in local business across Summit County. Students will be paid \$9.50/hr. The monies allocated to Summit DD for this program will cover the cost of an onsite job coach and transportation services. Summit DD will partner with the following six private providers to support students in this summer work experience program.</p> <p>Ardmore Inc.- \$20,334  Bridges Rehabilitation Services- \$30,501  Community Connections of Northeast Ohio- \$20,334  Koinonia Inc. \$10,167  Louisa Ridge \$111,837  New Avenues \$10,167  Total- \$203,340.00</p> <p style="text-align: center;"><b>Recommended for approval by the April Finance &amp; Facilities and Services &amp; Supports Committees.</b></p>		

Submitted By:    Drew Williams   For:     Superintendent/Assistant Superintendent   X    Finance & Facilities CommitteeDate:    April 1, 2018      X    Services & Supports Committee    HR/LR Committee



**SERVICE CONTRACT  
BETWEEN  
SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD  
AND  
KOINONIA ENTERPRISES, LLC**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and **Koinonia Enterprises, LLC**, with its principal office located at 6161 Oak Tree Boulevard, Independence, Ohio 44131, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to **Koinonia Enterprises, LLC** for the **TANF Summer Youth Work Experience Program**.

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

**I. SUMMIT DD OBLIGATIONS**

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.

**II. CONTRACTOR OBLIGATIONS**

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor will provide onsite job coaching/supervision to individuals who are participating in the program, with the goal of helping to increase independence and support the acquisition of meaningful job skills. Support will be provided in accordance with Ohio Administrative Code section 5123:2-9-15 Home and Community Based Services Waivers- Individual Employment Supports (Exhibit 1).
- C. Contractor will provide transportation in alignment with Ohio Administrative Code Section 5123:2-9-18 Home and Community Based Services Waivers- Non-Medical Transportation (Exhibit 2).
- D. Contractor will ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule, attached hereto as Exhibit 3.

- E. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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](mailto:www.muireports@summitdd.org) or by facsimile to 330.634.8553.

- K. 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.
- L. 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.
- M. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- N. 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.
- O. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- P. 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 **TEN THOUSAND ONE HUNDRED SIXTY SEVEN DOLLARS (\$10,167.00)**, with the County of Summit Department of Job and Family Services paying \$5,000.00 and Summit DD paying \$5,167.00, and is limited to the Summit DD'S **2018** appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$10.96 per fifteen-minute unit or \$43.84 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123:2-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

#### **V. TERM AND TERMINATION**

- A. The term of this Contract shall be from June 1, 2018 through September 30, 2018.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ten (10) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

#### **VI. CONFIDENTIALITY**

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

#### **VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED**

The Contractor shall establish a procedure for affording individuals served due process as appropriate. The Contractor shall utilize this procedure in the event of a disagreement between

the Contractor and the individual related to the Contractor's performance of its duties and obligations under this Contract.

## VIII. MISCELLANEOUS

### A. STANDARDS

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

### B. ASSIGNMENT

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

### C. ENTIRE CONTRACT

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

### D. NOTICES

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

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

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

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

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



***SIGNATURES***

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

**PROVIDER:**

**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

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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.



## BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this 1st day of June, 2018, by and between **Koinonia Enterprises, LLC** (referred to hereinafter as "Business Associate") and the Summit County Developmental Disabilities Board (hereinafter "Summit DD"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the end date of the parties underlying Service Agreement.

WHEREAS, the Summit DD will make available and/or transfer to Business Associate confidential, personally identifiable health information in conjunction with the **TANF Summer Youth Work Experience Program** to be performed by the business associate on behalf of Summit DD; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 –1320d-8], the American Recovery & Reinvestment Act of 2009, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

### 1. Definitions:

#### Catch-all definition:

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

- a) Applicable Law means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b) Applicable Requirements means all of the following:
  - i) applicable law;
  - ii) policies and procedures of the Summit DD which are consistent with applicable law and which apply to information covered by this Agreement; and
  - iii) requirements of this Agreement.
- c) ARRA means the American Recovery & Reinvestment Act of 2009.

- d) Business Associate means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, means **Koinonia Enterprises, LLC**.
  - e) HIPAA means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 –1320d-8 and regulations promulgated thereunder as may be amended.
  - f) HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - g) Individual includes the individual receiving services from the Summit DD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
  - h) Protected Health Information ("PHI") is information received from or on behalf of the Summit DD that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto.
  - i) Underlying Service Contract means the contract entered into between Summit DD and the Business Associate for the provision of **TANF Summer Youth Work Experience**.
- 2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the Summit DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the Summit DD Board.
  - 3. The Summit DD 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.
  - 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
  - 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements including without limitation all HIPAA Rules applicable to covered entities and business associates and as follows:
    - a. To provide **the TANF Summer Youth Work Experience Program** and related services on behalf of the Summit DD;
    - b. 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:
      - Disclosure is required by law; or

- 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
  - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the Summit DD.
6. The Business Associate and Summit DD agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the Summit DD any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the Summit DD of any subcontractors or agents who are to be given access to PHI.

10. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524; including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the Summit DD to fulfill the Summit DD's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the Summit DD, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the Summit DD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the Summit DD's compliance with the HIPAA Rules and any amendments thereto.
13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the Business Associate pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of the Summit DD, return or destroy all PHI created or received from or on behalf of the Summit DD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the Summit DD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. 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.
15. The PHI and any related information created or received from or on behalf of the Summit DD is and shall remain the property of the Summit DD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or Summit DD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or Summit DD knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.

17. Notwithstanding any rights or remedies under this Agreement or provided by law, the Summit DD 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.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to the Agreement shall not be effective without the written agreement of both parties.
21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the Summit DD:

John Trunk, Superintendent  
Summit County Developmental Disabilities Board  
89 East Howe Road  
Tallmadge, OH 44278-1099

To the Business Associate:

Diane Beastrom  
Koinonia Enterprises, LLC  
6161 Oak Tree Boulevard, Suite 400  
Independence, OH 44131

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date

**BUSINESS ASSOCIATE NAME**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date



## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Summit DD's Summer work program	Partnership between Summit DD and five private providers to support students in a summer work program	Recommend approval of contracts with the identified providers to support job coaching and transportation services to students participating in Summit DD's summer work program.

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

**Service Area:** Services to Individuals

**# of Individuals Currently Served:** 0

**Additional # of Individuals Served:** 40

Summit DD will be administering a Summer work program for individuals between the age of 16 to 20 that are still enrolled in school or recently graduated. This Summer work program will be in addition to the TANF Summer work program that is done in collaboration with Summit County Job and Family Services. Students who participate will work 20 hours per week, for eight weeks and be paid minimum wage which is \$8.30 per hour. Students will be supported in groups of 2 with an onsite job coach during the time they are working. The program will run from June 11<sup>th</sup> until August 18<sup>th</sup>. The week of June 11<sup>th</sup> will consist of a 3 day orientation; which will consist of touring the work site, enrolling in payroll services and starting a job readiness curriculum which they will complete throughout the 8 week program. Students will officially start work Monday June 18<sup>th</sup>.

Students will work at various community based businesses across the county. Industries that will be represented are; retail, property management, services to seniors, Akron City summer lunch program and Akron City Parks and Recreation Department. Summit DD will be contract with five providers who will provide onsite job coaching during the time the students are working and transportation services to and from the work site. Following are the providers and the dollar amounts of their respective contracts:

Bridges to Rehabilitation Services- \$47,316

Community Connections of Northeast Ohio- \$57,847

Koinonia Inc.- \$11,570

Louisa Ridge- \$80,985

Total Education Solutions- \$33,670

Total Contracted amount- \$231,400.00

A separate but related Agreement with Minute Men to cover the payment of wages and administrative requirements for the participants will be presented to the Board for approval (**See Attachment #3**).

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

Submitted By: Drew Williams

For: Superintendent/Assistant Superintendent

X Finance & Facilities Committee

X Services & Supports Committee

       HR/LR Committee

Date: April 1, 2018



**SERVICE CONTRACT  
BETWEEN  
SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD  
AND  
KOINONIA ENTERPRISES, LLC**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and **Koinonia Enterprises, LLC**, with its principal office located at 6161 Oak Tree Boulevard, Independence, Ohio 44131, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for the **Summit DD Summer Youth Work Experience Program**.

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

**I. SUMMIT DD OBLIGATIONS**

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.

**II. CONTRACTOR OBLIGATIONS**

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor will provide onsite job coaching/supervision to individuals who are participating in the program, with the goal of helping to increase independence and support the acquisition of meaningful job skills. Support will be provided in accordance with Ohio Administrative Code section 5123:2-9-15 Home and Community Based Services Waivers – Individual Employment Supports (Exhibit 1).
- C. Contractor will provide transportation in alignment with Ohio Administrative Code Section 5123:2-9-18 Home and Community Based Services Waivers – Non-Medical Transportation (Exhibit 2).
- D. Contractor will ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule, attached hereto as Exhibit 3.

- E. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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](mailto:www.muireports@summitdd.org) or by facsimile to 330.634.8553.

- K. 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.
- L. 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.
- M. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- N. 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.
- O. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- P. 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 **ELEVEN THOUSAND FIVE HUNDRED SIXTY NINE DOLLARS AND 28/100 (\$11,569.28)**, and is limited to the Summit DD'S 2018 appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$10.96 per fifteen-minute unit or \$43.84 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123:2-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

#### **V. TERM AND TERMINATION**

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

#### **VI. CONFIDENTIALITY**

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

#### **VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED**

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

## VIII: MISCELLANEOUS

### A. STANDARDS

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

### B. ASSIGNMENT

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

### C. ENTIRE CONTRACT

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

### D. NOTICES

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

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

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

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

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

## ***SIGNATURES***

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

### **PROVIDER:**

### **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.



## BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this 1st day of June, 2018, by and between **Koinonia Enterprises, LLC** (referred to hereinafter as "Business Associate") and the Summit County Developmental Disabilities Board (hereinafter "Summit DD"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the end date of the parties underlying Service Agreement.

WHEREAS, the Summit DD will make available and/or transfer to Business Associate confidential, personally identifiable health information in conjunction with the **Summit DD Summer Youth Work Experience Program** to be performed by the business associate on behalf of Summit DD; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 –1320d-8], the American Recovery & Reinvestment Act of 2009, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

### 1. Definitions:

#### Catch-all definition:

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

- a) Applicable Law means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b) Applicable Requirements means all of the following:
  - i) applicable law;
  - ii) policies and procedures of the Summit DD which are consistent with applicable law and which apply to information covered by this Agreement; and
  - iii) requirements of this Agreement.
- c) ARRA means the American Recovery & Reinvestment Act of 2009.

- d) Business Associate means the same as the term "business associate" at 45 CFR 160.103, and in reference to the party to this agreement, means **Koinonia Enterprises, LLC**.
- e) HIPAA means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 –1320d-8 and regulations promulgated thereunder as may be amended.
- f) HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- g) Individual includes the individual receiving services from the Summit DD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- h) Protected Health Information ("PHI") is information received from or on behalf of the Summit DD that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto.
- i) Underlying Service Contract means the contract entered into between Summit DD and the Business Associate for the provision of **Summit DD Summer Youth Work Experience**.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the Summit DD Board any right to control the Business Associate's conduct in the course of performing a service on behalf of the Summit DD Board.
3. The Summit DD 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.
4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements including without limitation all HIPAA Rules applicable to covered entities and business associates and as follows:
- a. To provide **the Summit DD Summer Youth Work Experience Program** and related services on behalf of the Summit DD;
  - b. 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:
    - Disclosure is required by law; or

- 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
  - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the Summit DD.
6. The Business Associate and Summit DD agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the Summit DD any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the Summit DD of any subcontractors or agents who are to be given access to PHI.

10. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524; including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the Summit DD to fulfill the Summit DD's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the Summit DD, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the Summit DD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the Summit DD's compliance with the HIPAA Rules and any amendments thereto.
13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the Business Associate pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of the Summit DD, return or destroy all PHI created or received from or on behalf of the Summit DD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the Summit DD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. 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.
15. The PHI and any related information created or received from or on behalf of the Summit DD is and shall remain the property of the Summit DD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or Summit DD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or Summit DD knows of such a breach each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.

17. Notwithstanding any rights or remedies under this Agreement or provided by law, the Summit DD 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.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to the Agreement shall not be effective without the written agreement of both parties.
21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the Summit DD:

John Trunk, Superintendent  
Summit County Developmental Disabilities Board  
89 East Howe Road  
Tallmadge, OH 44278-1099

To the Business Associate:

Diane Beastrom  
Koinonia Enterprises, LLC  
6161 Oak Tree Boulevard, Suite 400  
Independence, OH 44131

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date

**BUSINESS ASSOCIATE NAME**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Payroll Administration Services and employer of record for Summit DD's Summer Work program	Summit DD requires an entity to serve as employer of record and administer payroll for the students enrolled in this program.	Approval of a contract with Minute Men for an amount not to exceed \$75,000 for the period June 1 <sup>st</sup> to August 31 <sup>st</sup> 2018.

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

**Service Area:** Services to Individuals

**# of Individuals Currently Served:** 0

**Additional # of Individuals Served:** 40 Individuals will be served

**Amount of Increase/Decrease:**

**Satisfaction:**

Summit DD will be administering a Summer work program for individuals between the age of 16 to 20 that are still enrolled in school or recently graduated (**See Attachment #2** for details of the program). This contract provides for an entity, Minute Men, to 1) serve as the employer of record and 2) process various employment-related documentation on behalf of students participating in Summit DD's Summer work program. Specifically, Minute Men will verify all students are eligible to work legally, process payroll, ensure students are paid weekly and that worker's compensation and other legally required insurances are in place. They will also provide students and their families all required tax related information.

To provide these services Minute Men will charge a 30% service fee. This will result in Summit DD being billed \$10.79 for every hour a student works; of that amount, \$8.30 will cover wages paid to participants and \$2.49 will cover Minute Men's service fee. The total cost per student, which includes wages paid and the service fee will be \$1,855.88. If a student works the full program length, that student will earn \$1,427.

The total cost of the contract will not exceed \$75,000.

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

Submitted By: Drew Williams

Date: April 1, 2018

For:        Superintendent/Assistant Superintendent

  X   Finance & Facilities Committee

  X   Services & Supports Committee

       HR/LR Committee



**Agreement between Summit County  
Developmental Disabilities Board  
and  
Minute Men Staffing Services**

This Agreement is 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 located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Minute Men Staffing Services, with its principal office located at 3740 Carnegie Avenue, Cleveland, Ohio 44115, hereinafter referred to as "Contractor".

1. **Contractor Obligations.** Contractor agrees to provide employment/payroll administration services for the Summit DD Summer Youth Employment Program for up to forty-eight (40) youth ("Participants"). Payroll administration services to be provided are more fully described in Exhibit A, attached hereto and made a part of this Agreement. Each Participant will be paid \$8.30 per hour. Contractor will charge Summit DD an additional thirty (30) percent surcharge to cover payroll processing, along with Worker's Compensation and Unemployment Insurance, for a total hourly charge of \$10.79 per person. These charges are exclusive of any applicable sales tax which shall be charged to Summit DD where mandated by applicable law.
2. **Summit DD Obligations.** Summit DD agrees that it shall be solely responsible for ensuring Participants are eligible to participate in the Program, that they meet any eligibility and skill qualifications, and that they are provided a work environment that is in compliance with all applicable laws, including all safety laws. Summit DD shall at all times maintain day to day operational direction and control over Participants during the term of this Agreement. Summit DD shall provide the necessary information to Contractor, including hours worked, on a weekly basis for each Participant. Summit DD shall not place any Participant on Contractor payroll that is not legally eligible to work.
3. **Term.** The term of this Agreement shall be from June 1, 2018 to August 31, 2018. Either party reserves the right to terminate this Agreement at its sole discretion. Contractor shall provide a minimum five (5) business days written notice of termination (unless due to Summit DD breach of this Agreement). Summit DD may terminate this Agreement by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
4. **Payment.** The total amount of this Agreement shall not exceed Seventy Five and no/100 Dollars (\$75,000.00) without the express written consent of Summit DD. Contractor shall invoice Summit DD on a weekly basis with detailed documentation identifying the number of hours worked per Participant to support the amount invoiced. Invoices shall be paid within thirty (30) days of receipt.



5. **Qualifications.** Contractor represents and warrants that all employees of Contractor (exclusive of Participants) are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services contemplated under this Agreement.
6. **Contractor Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from and against any and all third party claims, demands, actions, or causes of action of whatsoever nature or character resulting from the negligent performance or willful misconduct of Contractor, its agents and/or employees (excepting the conduct of Participants), and shall make good any loss, damage or injury without loss to Summit DD with respect thereto, including but not limited to reasonable attorneys fees incurred. In no event shall Contractor have an obligation of indemnity under this paragraph to the extent a claim, demand or cause of action results from the acts, errors or omissions of an indemnified party, its agents or employees.
7. **Insurance.** Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract in an amount reasonably acceptable to Summit DD. 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.
8. **Confidentiality.** Contractor shall maintain the confidentiality of any records of Summit DD 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.
9. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date signed by Summit DD.

**MINUTE MEN STAFFING SERVICES**

**SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD**

---

Samuel Lucarelli, Jr.

---

John J. Trunk

---

Date

---

Date



## BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Minute Men Staffing Services** (referred to hereinafter as "Business Associate") and the Summit County Developmental Disabilities Board (hereinafter "Summit DD"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect through the end date of the parties underlying Service Agreement.

WHEREAS, the Summit DD will make available and/or transfer to Business Associate confidential, personally identifiable health information in conjunction with the **Employment/payroll administration services for the Summit DD Summer Youth Employment Program** to be performed by the business associate on behalf of Summit DD; and

WHEREAS, such information may be used or disclosed only in accordance with applicable laws, including applicable privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 –1320d-8], the American Recovery & Reinvestment Act of 2009, and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

### 1. Definitions:

#### Catch-all definition:

The following terms used in the Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### Specific definitions:

- a) Applicable Law means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- b) Applicable Requirements means all of the following:
  - i) applicable law;
  - ii) policies and procedures of the Summit DD which are consistent with applicable law and which apply to information covered by this Agreement and are disclosed to Business Associate, in writing; and
  - iii) requirements of this Agreement.
- c) ARRA means the American Recovery & Reinvestment Act of 2009.

- d) Business Associate means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means **Minute Men Staffing Services**.
  - e) HIPAA means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 –1320d-8 and regulations promulgated thereunder as may be amended.
  - f) HIPAA Rules means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
  - g) Individual includes the individual receiving services from the Summit DD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
  - h) Protected Health Information (“PHI”) is information received from or on behalf of the Summit DD that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501 and any amendments thereto.
  - i) Underlying Service Contract means the contract entered into between Summit DD and the Business Associate for the provision of **Employment/payroll administration services for the Summit DD Summer Youth Employment Program**.
- 2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give the Summit DD Board any right to control the Business Associate’s conduct in the course of performing a service on behalf of the Summit DD Board.
  - 3. The Summit DD 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.
  - 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
  - 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements including without limitation all HIPAA Rules applicable to covered entities and business associates and as follows:
    - a. To provide **Employment/payroll administration services for the Summit DD Summer Youth Employment Program** and related services on behalf of Summit DD;
    - b. 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:

- Disclosure is required by law; or
  - 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
  - The person/entity agrees to notify the Business Associate of any breaches of confidentiality;
- c. To permit the Business Associate to provide data aggregation services relating to the health care operations of the Summit DD or its own internal business operations.
6. The Business Associate and Summit DD agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA rules and requirements, as applicable, regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to the Summit DD any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures shall include the following information:
- a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to the Summit DD of any subcontractors or agents who are to be given access to PHI.

10. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524; including, without limitation, requirements for providing records PHI in electronic form;
  - b. To the Summit DD, to the extent necessary to permit the Summit DD to fulfill any obligation of the Summit DD to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to the Summit DD to fulfill the Summit DD's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by the Summit DD, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of the Summit DD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining the Summit DD's compliance with the HIPAA Rules and any amendments thereto.
13. Upon request by a Participant (as defined in the Service Agreement) , the Business Associate shall account for all disclosures related to such individual made by the Business Associate pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of the Summit DD, return or destroy all PHI created or received from or on behalf of the Summit DD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide the Summit DD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. 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.
15. The PHI and any related information received from or on behalf of the Summit DD is and shall remain the property of the Summit DD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or Summit DD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or Summit DD knows of such a breach each shall take immediate and

reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.

17. Notwithstanding any rights or remedies under this Agreement or provided by law, the Summit DD 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.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to the Agreement shall not be effective without the written agreement of both parties.
21. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the Summit DD:

Superintendent  
Summit County Developmental Disabilities Board  
89 East Howe Road  
Tallmadge, OH 44278-1099

To the Business Associate:

Minute Men Staffing Services  
3740 Carnegie Ave.  
Cleveland, Ohio 44115

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date

**MINUTE MEN STAFFING SERVICES**

\_\_\_\_\_  
Name/Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness/Date

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Non-bargaining unit employee compensation system	Update pay structure for non-bargaining unit employees	Adopt updated pay structure for non-bargaining unit employees effective January 1, 2018
<b><i>SUPPORTING DATA FOR RECOMMENDATION</i></b>		

In 2012 Summit DD retained a compensation consultant to assist Summit DD with updating its non-bargaining unit compensation system. The project included a compensation policy statement; a position evaluation methodology to determine internal equity; a market analysis to determine appropriate positions and market comparisons to ensure external competitiveness; a pay structure with eleven (11) pay grades; and pay administration procedures. At that time the Board approved the compensation policy statement, the pay structure as well as providing pay adjustments to approximately 12 employees whose salary fell below the minimum of their assigned pay range. The total annualized cost of those 2012 adjustments was approximately \$45,000.

In 2015 the Board approved a revised pay structure which included a 4% adjustment applied to each pay grade (not individual salary increases) to align it with market conditions based on an updated market analysis. In 2016 the Board approved a pay structure that reduced the number of pay grades from eleven (11) to nine (9) collapsing three pay grades dedicated to Director positions to one.

Attached is a proposed pay structure which reduces the number of pay grades from nine (9) to seven (7). This proposed structure is based on:

- An updated market analysis. Summit DD used comparisons from similarly sized county DD boards, northeast Ohio for-profit and not-for-profit companies/agencies with similar revenues and/or number of employees.
- A re-evaluation of positions based on a simplified position evaluation methodology using five factors:
  - knowledge and skill
  - problem solving and decision making
  - scope, impact and accountability
  - latitude of action; and
  - communication and influence.

The pay structure and simplified position evaluation methodology are reflective of a smaller agency.

If adopted, the revised pay structure will be effective January 1, 2018, and will have no impact on individuals' salaries in the affected pay grades. Similar to 2012, there are approximately 12 employees whose salary will fall below the minimum of their assigned pay grade. The total annualized cost of these adjustments is approximately \$45,000.

Attached for your reference is Policy #2029 Total Compensation adopted in 2012. Staff is not proposing any revisions.

### Recommended for approval by the April HR/LR Committee

Submitted By: Lynn Sargi

For:        Superintendent/Assistant Superintendent

       Finance & Facilities Committee

       Services & Supports Committee

  X   HR/LR Committee

Date: March 5, 2018



## 2029 – TOTAL COMPENSATION

Summit DD's Total Compensation philosophy and strategy serves as a guideline for the formulation and implementation of non-bargaining unit employee compensation and benefit policies, programs, and practices.

### Objective

Summit DD is committed to maintaining compensation and benefits programs that will attract, motivate, develop and reward highly qualified and effective individuals throughout the organization. These programs reflect Summit DD's values and support the achievement of its mission by:

- Assuring competitive compensation pay and benefit practices with the external market
- Assuring internally equitable compensation pay and benefit practices
- Recognizing and rewarding employee performance
- Complying with all related legal requirements

### Strategy

Summit DD must be able to attract qualified personnel from other non-profit and private providers, non-profit agencies and private sector organizations. Additionally, Summit DD must retain quality individuals and position the Agency to remain competitive by appropriately positioning pay and benefit practices in the various markets in which the organization recruits employees.

Summit DD believes that levels of individual compensation must be linked to individual merit and demonstrated achievement. Recognizing this relationship between compensation, merit and achievement, Summit DD will consider, as appropriate, the applicability of performance based compensation systems.

Summit DD will also maintain benefit programs that are competitive with the markets where it recruits employees.

## 2029 – TOTAL COMPENSATION *(continued)*

### Competitive Markets

To better define appropriate competitive markets, Summit DD's employees have been divided into two groups:

1. Executive Leadership and specialized professional staff whose position skills are highly specific to Summit DD's operations and who may be in limited supply.
2. Administrative and technical staff whose skills are transferable to a wide variety of environments.

In general, Summit DD competes on a regional basis for senior managerial and specialized professional talent and on a local basis for administrative and technical staff. Base salary ranges are positioned at the median of the designated market.

### Total Compensation Components

#### Base Salary

Summit DD's compensation system consists of a series of pay grades and ranges that have been established to reflect the relative value of positions, both internally and externally.

To establish internal job relationships and assure internal equity, Summit DD measures job duties, accountabilities and required skills through a formal position evaluation process. To maintain external competitiveness, Summit DD compiles and analyzes market data periodically and adjusts pay ranges as required.

#### Employee Benefits

Summit DD's benefit programs are designed to be responsive to employee needs and competitive considerations. Employee benefit programs assist employees in protecting themselves and their families against physical and financial loss due to accident, illness, disability or death as well as providing retirement income.

Benefit programs are designed to comply with all government regulations and will be integrated with related statutory plans to optimize plan design, control costs and realize financial advantages.

## 2029 – TOTAL COMPENSATION *(continued)*

### Administration

The Board will approve Summit DD's total compensation philosophy and strategy.

The President of the Board will arrange for an annual evaluation of the Superintendent's performance and lead the Board in determining the compensation for the Superintendent.

The Human Resource and Labor Relations Superintendent's Committee will study, investigate, consult and make recommendations for appropriate action to the agency on total compensation matters.

Overall administration of Summit DD's compensation and benefit programs is the responsibility of the Superintendent and, to the extent delegated, the Director of Human Resources. The Director of Human Resources is responsible for:

- Recommending changes to compensation and benefit programs to support Summit DD's total compensation philosophy and strategy and maintain its competitive position.
- Directing the salary administration program, assuring conformance with Summit DD's policies and applicable statutes.
- Administering the position evaluation, performance management and merit pay programs.
- Administering employee benefit programs.
- Supporting the Superintendent and the Board with respect to compensation and benefit issues.

Ethical standards are applied to all decisions dealing with total compensation. Summit DD administers total compensation in the best interest of its various stakeholders and provides total compensation without regard to race, color, religion, sex, age, national origin, sexual orientation, ancestry, disability, veteran status, socio-economic status or other prohibited criteria. The Total Compensation Philosophy statement does not imply or guarantee continued employment or compensation for any employee.

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Volunteer Guardian Program	Agreement between Summit DD and other public partners including the Probate Court to acquire guardianship services for eligible individuals	Approve the renewal of a Memorandum of Agreement between Summit DD, Summit County Public Health (SCPH), Summit County Probate Court, ADM Board, and DJFS in support of the Voluntary Guardian Program for the period April 1, 2018 through March 31, 2019 in an amount not to exceed \$50,000.

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

**Service Area:** Superintendent

**# of Individuals Currently Served:** 98 (194 cases have been opened since inception of program, not all individuals are eligible for Summit DD services)

**Additional # of Individuals Served:** Estimated to be 30, or approximately 30%/ Referrals are random, but cases have increased each year the program has been in operation.

**Amount of Increase:** None

Guardianships assist people, known as wards, who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability.

In many cases a ward has no children or other family member to serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the Volunteer Guardian Program to serve as the legal guardian. The program had been operated through a contract (Jewish Family Services of Akron) but will be transferred to Summit County Public Health beginning in April 2018. Stakeholders include SCDD, the ADM Board, Summit County Public Health, Summit County Probate Court and Summit County DJFS.

Clearly not all individuals with developmental disabilities, or other mental and/or physical impairments for that matter, require the services of a guardian. Only a small percentage of those who are SCDD eligible do. However, when family members are not available and a guardian is necessary, the availability of one through the County Probate Court is essential.

This agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases and recruiting additional volunteer guardians. There are currently approximately 162 Volunteer Guardians. Specific deliverables as part of the agreement, beyond recruiting and training volunteers include: accepting referral of clients needing a guardian, matching volunteer guardians with clients, assuring monthly visits take place and case notes are completed and filed, and participating and reporting back to the Advisory Committee on a quarterly basis.

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

Submitted By: John Trunk

Date: April 2018

For:            Superintendent/Assistant Superintendent

  X   Finance & Facilities Committee

  X   Services & Supports Committee

       HR/LR Committee

3/31/2018				3/31/2017			
2018		2018		2017		2017	
ANNUAL BUDGET	YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE							
PROPERTY TAXES	\$ 51,456,835	\$ -	100.0%	\$ 50,015,032	\$ -	\$ 50,015,032	100.0%
REIMBURSEMENTS	12,301,000	5,734,003	53.4%	12,485,745	2,173,980	10,311,765	82.6%
GRANTS	1,250,000	438,947	64.9%	1,627,402	300,803	1,326,599	81.5%
CONTRACT SERVICES	450,000	27,837	93.8%	157,110	217,231	(60,121)	-38.3%
REFUNDS	-	15,060	0.0%	-	7,685	(7,685)	0.0%
OTHER RECEIPTS	86,000	74,853	13.0%	63,243	156,519	(93,276)	-147.5%
TOTAL REVENUE	\$ 65,543,835	\$ 6,290,700	90.4%	\$ 64,348,532	\$ 2,856,218	\$ 61,492,314	95.6%
OPERATING EXPENDITURES							
SALARIES	\$ 19,083,932	\$ 4,511,431	76.4%	\$ 21,676,369	\$ 5,004,841	\$ 16,671,528	76.9%
EMPLOYEE BENEFITS	8,611,271	1,571,985	81.7%	9,854,803	2,179,402	7,675,401	77.9%
SUPPLIES	708,020	119,778	83.1%	958,239	217,182	741,057	77.3%
TRAVEL AND TRAINING	315,350	51,074	83.8%	336,950	79,688	257,262	76.4%
DIRECT CONTRACT SERVICES	9,320,084	2,425,489	74.0%	8,486,516	2,384,183	6,102,333	71.9%
INDIRECT CONTRACT SERVICES	2,174,030	527,923	75.7%	2,812,648	551,232	2,261,416	80.4%
MEDICAID COSTS	28,410,000	6,618,330	76.7%	24,765,000	5,965,818	18,799,182	75.9%
UTILITIES	649,174	140,058	78.4%	702,100	161,171	540,929	77.0%
RENTALS	23,600	18,214	22.8%	142,675	44,816	97,859	68.6%
ADVERTISING	132,000	16,688	87.4%	132,000	30,469	101,531	76.9%
OTHER EXPENSES	335,250	100,832	69.9%	363,323	107,697	255,626	70.4%
EQUIPMENT	342,000	87,340	74.5%	256,000	116,902	139,098	54.3%
REAL PROPERTY IMPROVEMENTS	350,000	4,914	98.6%	379,000	208,538	170,462	45.0%
TOTAL EXPENDITURES	\$ 70,454,711	\$ 16,194,056	77.0%	\$ 70,865,623	\$ 17,051,939	\$ 53,813,684	75.9%
NET REVENUES AND EXPENDITURES	\$ (4,910,876)	\$ (9,903,356)		\$ (6,517,091)	\$ (14,195,721)		
	BUDGET	ACTUAL					
BEGINNING FUND BALANCE	\$ 50,547,257	\$ 50,547,257					
PLUS: REVENUE	65,543,835	6,290,700					
LESS: EXPENDITURES	(70,454,711)	(16,194,056)					
ENDING FUND BALANCE	\$ 45,636,381	\$ 40,643,901					

Recommended for approval by the

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

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

**An evenly distributed budget remaining for a one month period** 8.3%  
**Evenly distributed budget remaining for nine months** 75.0%

**Revenue:**

**1 Reimbursements:**

Refund of fiscal year 2016 waiver match reconciliation,  
Quarterly Medicaid Administrative Claims (MAC) reimbursement.

\$ 743,700  
333,000

**Expenditures:**

**2 Indirect Contract Services:**

Contract payment to Center for Marketing & Opinion Research (CMOR) for 2018 monthly satisfaction studies,  
Maintenance and licensing fees for all desktops and servers for the following software applications:  
Two quarters of annual Gatekeeper software licensing,  
E-mail spam filtering software,  
Malware removal software, three year renewal,  
iPrism web browsing filter and reporting,  
LastPass password management software,  
E-mail encryption software.

\$ 27,600  
26,000  
9,600  
8,800  
9,000  
9,800  
8,400

**3 Rentals:**

Final building lease payments for the Ellet Center and Dream Out Loud were made in January. The remaining amount available in the budget is for equipment and space rental.

**Revenue:**

**Property Taxes:**

Approximately 51% of annual property taxes are expected in April.

**Reimbursements:**

FY 2013 DODD Cost Report settlement, over budget.

**Grants:**

Receipt of HMG reimbursements that was expected in 2017.

\$ 2,828,400  
244,300

**Expenditures:**

**Employee Benefits:**

Health insurance costs are currently below budget. As a new customer Medical Mutual required a binder payment in 2017 in the amount of \$490,000 which has been credited against 2018 premiums.

**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

**Other Expenses:**

Payment of 2018 Ohio Association of County Boards (OACB) annual dues.

**Equipment:**

A block of consulting hours with ComDoc for the document scanning and Job Router projects.

77,300  
77,100

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Review of direct service contract to assure ethical standards are not violated	Board employee who is also employed with a contract agency of the county board.	That the Board adopt the recommendations of the Ethics Committee
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p>Affidavit of Board employee Christine Gregory, who is also employed by Connections in Ohio, a contract agency of Summit DD.</p> <p>Ms. Gregory has certified by affidavit that her specific, secondary employment situation meets the conditions specified in ORC 5126.033.</p> <p>The Ethics Committee has determined that the direct service contract meets the conditions specified in ORC 5126.033.</p> <p>The Ethics Committee recommends that the Board continue to participate in its contract with Connections in Ohio.</p> <p style="text-align: center;"><b>Recommended for approval by the March 2018 Ethics Committee.</b></p>		

Submitted By: Lisa KamlowskyDate: March 30, 2018

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

## **ETHICS COMMITTEE MEETING**

### **March 22, 2018**

Committee Members: John Trunk, Lisa Kamlowsky,  
Tom Quade, Denise Ricks, Allyson V. Lee

The meeting commenced at 6:30 p.m. The role and purpose of Ethics Committee was reviewed.

I. Review of Direct Service Contracts

Christine Gregory is a Summit DD employee who is also employed by Connections in Ohio, a contract Agency of Summit DD. The committee reviewed the affidavit submitted by Ms. Gregory regarding her specific employment circumstances and the requirements under ORC 5126.033.

II. Recommendations to the Board

The Ethics Committee finds that Ms. Gregory has attested that all of the conditions specified in ORC 5126.033 have been met. Mr. Quade moved that the committee recommend to the Board that the Board adopt the recommendations of the Ethics Committee. Mrs. Ricks seconded the motion; the motion passed unanimously.

There being no further business, the meeting was adjourned at 6:37 p.m.



MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

## Summit County Board of Developmental Disabilities

### **MINUTES - DRAFT**

Thursday, March 22, 2018  
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, March 22, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:43 p.m.

#### BOARD MEMBERS PRESENT

Randy Briggs, Board President  
Meghan Wilkinson, Board Vice President  
Denise Ricks, Board Secretary  
Allyson V. Lee  
Tom Quade  
Dave Dohnal  
Tami Gaugler

#### ALSO PRESENT

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

#### I. NON-BARGAINING EMPLOYEE COMPENSATION SYSTEM

The last time the non-bargaining pay structure was updated was in 2016 when pay grades were collapsed from eleven to nine. The proposed pay structure reduces the number of pay grades from nine to seven and is based on updated market analysis and an evaluation methodology that uses five factors of position responsibilities. There are approximately twelve employees whose salaries will fall below the minimum of their assigned pay grade. Those employees would be brought to the minimum, with total adjustments of approximately \$38,000. Mr. Briggs asked if non-bargaining employees will be adjusted from the minimum to mid-point and mid-point to the maximum. Mr. Trunk replied that updating the non-bargaining pay structure does not mean automatic increases for all those employees; increases are based on merit and the only adjustments to base salaries will be those twelve that fall below the minimum of the pay grade.

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

## **WORK SESSION** *(continued)*

### **I. NON-BARGAINING EMPLOYEE COMPENSATION SYSTEM** *(continued)*

If adopted, the revised pay structure would be effective retroactive to January 1, 2018. Funds are available in the budget and the updated non-bargaining employee compensation system has been recommended for approval by the March HR/LR Committee.

### **II. NEW POLICY 4048 – INDEPENDENT PROVIDERS AND OVERTIME**

On February 1, 2018, the Ohio Department of Developmental Disabilities (DODD) implemented a new rule focused on reviewing and, to the extent possible, decreasing the amount of overtime that independent providers work. Summit DD is recommending the addition of new Policy 4048 – Independent Providers and Overtime to identify the number of hours of Medicaid and locally funded services independent providers 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 overtime, to the extent possible. In circumstances where an independent provider would work more than sixty hours in a work week, those events would be discussed and identified in the ISP. When there are emergencies and more than sixty hours are worked in a work week, the independent provider must notify Summit DD within seventy two hours of providing those services. There are approximately 300 independent providers in Summit County and about 49 of them may be eligible for overtime. Staff are currently in the process of reviewing the billing history. It is estimated that Summit DD has some overtime liability for as many as 15 cases. In several of the other cases, the State is responsible for the overtime cost based on the individual's original service plan. However, it has not yet been determined who has the overtime liability for some of the remaining cases. It is anticipated that the new overtime rule will have minimal impact in Summit County. New Policy 4048 has been recommended for approval by the February Finance & Facilities and Services & Supports Committees.

### **III. GARDINER HVAC CONTRACT**

Summit DD uses Gardiner to provide routine and emergency maintenance on all HVAC units at its facilities. The annual 2018 maintenance contract is in the amount of \$49,026, with an additional \$10,000 budgeted for repairs that are outside of the maintenance contract, such as non-maintainable parts (ductwork, piping and coils, replacement of obsolete equipment, etc.). The additional \$10,000 is an estimate and is likely going to be more than needed. Funds are available in the budget and the Gardiner contract has been recommended for approval by the February Finance & Facilities Committee.

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

## **WORK SESSION** *(continued)*

### **IV. PROPERTY, LIABILITY, FLEET/AUTOMOBILE, DIRECTORS & OFFICERS, EMPLOYMENT PRACTICES AND CYBER INSURANCE**

Summit DD must maintain risk protection for Board operations and the current liability policies expire March 31, 2018. Wichert, the Agency's insurance consultant, assisted in reviewing options and has recommended Selective Insurance Company of America and AIG, Inc. Both companies have a rating of "A" (*excellent*). The property and general liability, fleet/automobile and umbrella liability insurance would be through Selective in an amount not to exceed \$75,236. The Directors & Officers and employment practices liability insurance would also be through Selective in an amount not to exceed \$32,175. The Cyber liability insurance would be through AIG in an amount not to exceed \$10,087. Total liability premiums would not exceed \$117,498. Mr. Briggs asked if the premiums reflect the reduction in the transportation fleet. Mr. Eck replied that all premiums are reflective of the Agency divesting assets and premiums are recalculated as information is reported. Funds are available in the budget and the liability insurances have been recommended for approval by the March Finance & Facilities Committee.

### **V. FEBRUARY FINANCIAL STATEMENTS**

February ended with deficit spending in the amount of \$8,309,130 and a fund balance of \$42,238,127. Revenue for the month reflects the County Executive's office increasing the property tax budget to reflect a revised tax collection estimate in the amount of \$886,500 and quarterly Title XX grant reimbursement of \$58,800. Expenditures for February included a binder payment of \$490,000 to Medical Mutual, which was required since the Board is a new customer. This amount will be used as prepayment toward 2018 premiums. There was also a quarterly payment of \$125,000 to NEON to fund the Family Engagement Program (FEP), an annual contract payment of \$50,000 to Oriana House and payment of \$77,300 to OACB for annual membership dues. The February Financial Statements have been recommended for approval by the March Finance & Facilities Committee.

The work session adjourned at 5:53 p.m.

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:53 p.m.

### **I. PUBLIC COMMENT**

Leslie Frank, a parent and Summit DD staff, asked about the cost of HVAC work for the Bath Center under the Gardiner contract. Mr. DuPlain explained that the cost is due to the age and type of equipment at that facility. Ms. Frank asked about the wording of new Policy 4048. Mr. Trunk stated that some providers work with different individuals and in different counties and the Board needs to track that information so that the combined hours don't exceed 40. Ms. Frank offered congratulations to Marion Perkins and WEA on the recent contract extensions. She mentioned she recently received a survey phone call at work from CMOR and wondered why her work number was used for this call. Mrs. David explained that CMOR uses the primary contact phone numbers that are listed in Gatekeeper when making survey calls. Ms. Frank commented that she continues to tour provider facilities with individuals. Cuyahoga Falls currently has 18 individuals remaining at that facility. Ms. Frank noted she recently attended a conference at Mohican State Park for professionals who work in the field of developmental disabilities. She said it was interesting to see where other counties are in the transition process.

### **II. APPROVAL OF MINUTES**

#### **A. FEBRUARY 22, 2018 (combined work session and regular meeting)**

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

Mrs. Lee moved that the Board approve the minutes of the February 22, 2018 combined work session and regular meeting, as presented in attachment #6. The motion, seconded by Mr. Quade, was unanimously approved.

### **III. BOARD ACTION ITEMS**

#### **A. FINANCE & FACILITIES COMMITTEE**

##### **1. NEW POLICY 4048 – INDEPENDENT PROVIDERS AND OVERTIME**

#### **RESOLUTION** **No. 18-03-02**

Mr. Quade moved that the Board approve new Policy 4048 – Independent Providers and Overtime, as presented in attachment #2. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

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

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

#### A. FINANCE & FACILITIES COMMITTEE *(continued)*

##### 2. GARDINER HVAC CONTRACT

###### RESOLUTION

No. 18-03-03

Mrs. Wilkinson moved that the Board approve the request to enter into contracts and purchases with Gardiner for maintenance on all HVAC units in an amount not to exceed Fifty Nine Thousand Twenty Six Dollars (\$59,026), as presented in attachment #3, and that the Superintendent be authorized to sign said contracts. The motion, seconded by Mrs. Ricks, was unanimously approved

##### 3. LIABILITY INSURANCE COVERAGES

###### RESOLUTION

No. 18-03-04

Mrs. Ricks moved that the Board approve the package of liability insurance coverages for the period April 1, 2018 through March 31, 2019 in an amount not to exceed One Hundred Seventeen Thousand Four Hundred Ninety Eight Dollars (\$117,498), as presented in attachment #4. The motion, seconded by Mr. Dohnal, was unanimously approved

##### 4. FEBRUARY FINANCIAL STATEMENTS

###### RESOLUTION

No. 18-03-05

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

### IV. SUPERINTENDENT'S REPORT

#### A. 2017 YEAR END ACTION PLAN UPDATE

The Action Plan reports on the status of key performance indicators and action items. 17 of 24 measures met or exceeded the 2017 projections, 5 of 24 measures are within 5% of 2017 projections and 2 of 24 measures are below 2017 projections. Below are highlights from each Action Plan area:

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

## **BOARD MEETING (continued)**

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

#### **A. 2017 YEAR END ACTION PLAN UPDATE (continued)**

##### **Inclusive Community:**

- Perceptions and acceptance for inclusion continue to increase in the community with 96.2% of residents indicating they support an inclusive workplace and 85.2% of residents supporting inclusive opportunities for children's activities.
- There is a continued increase in the number of children who receive daycare in community daycare sites, with 343 children age 0-6 are supported in Community Partnership for Inclusion (CPI) sites.
- Summit DD participated in over 50 community events, spoke with more than 20 community organizations, and staff are working with summer camps to offer more inclusive summer activities for children.
- Currently 16.5% of adults work in the community, with the goal of 25%. This is the second year of Summit DD's transition pilot which supports transition age youth in career exploration and job development. Staff will continue to track this goal.

Mrs. Wilkinson asked relative to inclusive communities if conversations are occurring about incontinent issues and solutions for adults with disabilities. She mentioned there are not adult changing accommodations at most places and families should not have to go to their vehicles, particularly in inclement weather, to take care of these needs. Mrs. Brugh responded this is a topic on the radar that will be explored further. She added that a group of employees is working with Akron University students and one of the projects is a portable changing table for adults. She will have the Inclusion Department look into this further. Mr. Quade asked if data is tracked around employment opportunities for transitioning students who don't have disabilities; he noted he would like to see how Summit DD's goal of 25% compares. Mr. Trunk replied that staff will take a closer look at that measurement against community expectations.

##### **Person-Centered Planning:**

- Parents/guardians of adults expressed 90% satisfaction relative to choice and involvement in planning of services and 92% satisfaction from parents/guardians of children.

##### **Individualized Support:**

- More than 20 students are participating in the transition pilot with Woodridge and Copley/Fairlawn schools, which is in the second year.
- Summit DD is collaborating with Total Educational Solutions to assist families and youth in crisis. There were more than 30 referrals in 2017.



MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

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

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

#### A. 2017 YEAR END ACTION PLAN UPDATE *(continued)*

##### Quality:

- Parent/guardian satisfaction with Summit DD is 88% and it is 96% with individuals supported.
- A provider supports phone line and e-mail systems were implemented. Additionally, the Provider Relations Department has started using Customer Management software to better track contacts. Staff continue to host trainings and develop manuals and webinars for providers.

##### Organizational Success:

- Summit DD continues to exercise good fiscal stewardship with 9.17% administrative costs as a percentage of overall expenses. 87% of adults are enrolled on a waiver, which offsets the cost of waiver-eligible services.
- Local Medicaid match dollars generated \$74.6 million in federal dollars, for a total of \$104.6 million infused into the local economy.
- Funding through 2024 was secured with 72.12 % passage of the levy, the highest passage rate the Agency has ever experienced.

#### B. BOARD SELF-EVALUATION RESULTS

Mr. Briggs asked Board Members if they had any comments, suggestions or questions the self review results. There were no additional comments from the Board. Mr. Briggs noted several comments in the self-evaluation relative to mentoring for new Board Members; he will look into that further.

#### C. MISCELLANEOUS

Mr. Trunk reminded everyone that the Summit DD Third Annual Appreciation Breakfast will be held on Tuesday, March 27<sup>th</sup> beginning at 8:30 a.m. There are currently over 270 people expected to attend. Mr. Briggs asked how many people attended the first year. Mr. Trunk replied approximately 250.

Summit Housing Development Corporation (SHDC) received funding from the State for a dual diagnosis home on Graham Road. Ground breaking is anticipated within the next few weeks. This is the first project where Summit DD and the ADM Board have utilized joint funding for a dual diagnosis home.

MINUTES – combined work session and regular meeting  
Thursday, March 22, 2018

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

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

#### C. MISCELLANEOUS *(continued)*

Mr. Trunk commented that Hattie Larlham had previously announced some financial difficulty and possible restructuring. He reported that Hattie has stabilized their finances and has restructured some of their programs; they are no longer pursuing a merger. Mrs. Lee asked if the interim Executive Director will be staying remaining with Hattie. Mr. Trunk replied he believes Mr. Colecchi was with Hattie for the interim only and Hattie will be pursuing a permanent Executive Director.

Mr. Trunk, Allyson V. Lee and Holly Brugh toured the AEP at Oriana. Mrs. Lee said she was appreciative of the tour and thought it was a very impressive program. To see the level of support, staff engagement and quality programming was a good experience.

### V. PRESIDENT'S COMMENTS

*None*

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

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Denise Ricks, Secretary



## March 2018 Executive Summary Dashboard

	YTD Total	Definition
<b>Total Annual Persons Served</b>	<b>4054</b>	<b>Unduplicated cumulative total of YTD Persons Served.</b> Census line XI
Total Adults	2122	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	2045	Cumulative total of YTD children. EI and ages 3+, SSA Assigned, and school age registry snapshot. Note: Children who become adults during time period are also counted as adults.
<b>Total Waiver</b>	<b>2135</b>	<b>Unduplicated cumulative total of YTD count of individuals receiving a waiver.</b> Census line IVB5
IO	1373	Individuals receiving I/O funding. Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	716	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>1744</b>	<b>Unduplicated cumulative total of YTD Persons Served receiving day array services.</b> Census line IIH6
Waiver funded	1533	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	260	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	122	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	1659	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>1872</b>	<b>Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT).</b> Census line IXG
Summit DD	63	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1820	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>1585</b>	<b>Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC).</b> Note: HPC is defined as residential services and supports. Census line VII
Shared 24/7 sites	217	# of sites individuals receive shared HPC services. Note: this represents congregate community sites
Foster sites	149	# of Foster Care sites. Note: This includes single and shared Foster care

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

# 2018 March Census

## I CHILDREN'S SERVICES

		Point In Time Snapshot as of 3/31/18	Cumulative Year to Date	Definitions
<b>A EARLY INTERVENTION (EI)</b>				
1	Total EI Children Served Community Based 0-2	501	561	Developmental specialist assigned
2	Total EI Children Served Community Based 3-5	425	444	Developmental specialist assigned
3	Total EI Child Care Specialist assigned 3-5	0	0	old children's registry who services
<b>B Paving the Way</b>				
1	Community Child Care - (Community Partnerships for Inclusion)	0	0	Age Birth - 3, center based, children with delays
2	Total Children (Birth to 3) (unduplicated count) 1B.1 through 1B.2	23	28	Age Birth - 3, community partnership for inclusion
<b>C Paving the Way</b>				
1	Community Child Care - (Community Partnerships for Inclusion)	0	0	Age 3 and up, center based, children with delays
2	Total Children ages 3 and up served (unduplicated count) 1C.1 through 1C.3	137	153	Age 3 and up community partnership for inclusion
3	TOTAL Children served in EI AND Child Care (unduplicated count) 1. A.1 through 1A.3 plus 1B.3 plus 1C.3	137	153	
4	TOTAL ENROLLED IN HEAD START (unduplicated count)	978	1053	
<b>D TOTAL CHILDREN ON SCHOOL-AGE REGISTRY SERVED</b>				
1	Summit DD OPERATED WAIVER FUNDED SERVICE	0	0	NOT included in Total Lives Touched
<b>E ADULT Day Array services</b>				
<b>A Summit DD OPERATED WAIVER FUNDED SERVICE</b>				
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	101	110	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) 1A.1 through 1A.3	101	110	Combination of Voc Hab and Day Support
<b>B Summit DD OPERATED LOCALLY FUNDED SERVICE</b>				
1	Vocational Habilitation	6	7	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	3	3	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	0	0	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Summit DD Operated (unduplicated count) 1B.1 through 1B.3	9	10	Combination of Voc Hab and Day Support
5	TOTAL ADULT Day Array services - Summit DD OPERATED (unduplicated count) 1A.4 plus 1B.4	110	120	
<b>C PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH</b>				
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	1332	1370	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) 1C.1 through 1C.3	1332	1370	Combination of Voc Hab and Day Support
<b>D PRIVATE PROVIDER LOCALLY FUNDED SERVICE</b>				
1	Vocational Habilitation	111	125	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Day Support	102	110	Services teach and reinforce concepts related to work
3	Vocational Habilitation/Day Support	1	1	Assessment, Personal care, Skill reinforcement
4	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) 1D.1 through 1D.3	210	230	Combination of Voc Hab and Day Support
5	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) 1C.4 plus 1D.4	1539	1683	
<b>E Summit DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH</b>				
1	Supported Employment Enclave	0	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	0	0	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) 1E.1 through 1E.2	0	0	Help people to perform work in a regular employment setting with minimal support
<b>F Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED</b>				
1	Supported Employment Enclave	1	1	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	1	1	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) 1F.1 through 1F.2	2	2	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) 1E.3 plus 1F.3	2	2	
<b>G PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH</b>				
1	Supported Employment Enclave	50	53	Summit DD contributes 40% Match for Waiver Eligible Individuals
2	Supported Employment Community	0	0	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) 1G.1 through 1G.2	50	53	Help people to perform work in a regular employment setting with minimal support
<b>H PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED</b>				
1	Supported Employment Enclave	4	4	Summit DD pays 100% local for individuals not enrolled on Waiver
2	Supported Employment Community	12	14	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) 1H.1 through 1H.2	16	18	Help people to perform work in a regular employment setting with minimal support
4	TOTAL ADULT Day Array services EMPLOYMENT PRIVATE PROVIDER (unduplicated count) 1G.3 plus 1H.3	66	71	
5	TOTAL ADULT Day Array services EMPLOYMENT (unduplicated count) 1F.4 plus 1H.4	66	73	
6	TOTAL ADULT SERVICES ARRAY (unduplicated count) 1D.5 plus 1E.5	1692	1744	
7	Total Competitively Employed	TBD	TBD	



# 2018 March Census

		Point In Time Snapshot as of 3/31/18	Cumulative Year to Date	Definitions
<b>III SSA ONLY</b>				
A	Children - SSA Assigned	980	992	
B	Adults - SSA Assigned	367	378	Age 6-22 in School, SSA Assigned, No Other Services Provided
C	<b>TOTAL SSA ONLY (unduplicated count) III.A through III.B</b>	1347	1370	Age 22 and over - SSA Assigned, No Other Services Provided
<b>IV HOME AND COMMUNITY BASED WAIVERS</b>				
A	<b>WFO WAIVERS</b>			Summit DD contributes 40% Match
1	Number of Waivers requested		15	As requested by Summit DD
2	Number of Waivers ODD awarded	5	15	As awarded by ODD
3	Number of Waivers Filled	1363	1373	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	459	492	In-Home supports in family home or persons' own residence
5	Foster Homemaker Personal Care	0	0	Person living with care giver not a family member
6	24/7 shared staffing for Homemaker Personal Care Supports	575	583	Person receiving 24x7 paid staff supervision support
B	<b>LEVEL ONE WAIVERS</b>			
1	Number of Waivers requested		40	As requested by Summit DD
2	Number of Waivers ODD awarded	10	24	As awarded by ODD
3	Number of Waivers Filled	700	716	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	300	316	In-Home supports in family home or persons' own residence
C	<b>SELF WAIVERS</b>			
1	Number of Waivers requested		15	
2	Number of Waivers ODD awarded	2	2	
3	Number of Waivers Filled	53	54	Waivers in active use
D	<b>TDD WAIVERS</b>			
5	<b>TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV.A.3 plus IV.B.3 plus C7 and D</b>	2113	2135	
<b>V Summit DD FUNDED SUPPORTED LIVING</b>				
A	Living Independently in community w/ Homemaker Personal Care Supports	148	172	Summit DD pays 100% local for individuals not enrolled on Waiver
B	Foster Homemaker Personal Care	3	3	In-Home supports in family home or persons' own residence
C	24/7 shared staffing for Homemaker Personal Care Supports	154	180	Person living with care giver not a family member
D	<b>TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V.A through V.D</b>	62	62	Cumulative YTD #s may be duplicated across service categories
<b>VI INDIVIDUALS LIVING IN AN ICFDD (unduplicated count)</b>				
57		57		Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served
<b>VII INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)</b>				
<b>VIII TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IV A4.5.6 IVB4, VD VI VII (unduplicated count)</b>				
1540		1585		Cumulative total of YTD residential supports is unduplicated
<b>IX TRANSPORTATION</b>				
A	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	48	56	
B	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	7	7	Transportation to and from Day Army services, Summit DD contributes 40% Match
C	<b>TOTAL NUMBER OF PERSONS SERVED Summit DD OPERATED TRANSPORTATION (unduplicated count) IX.A plus IX.B</b>	53	63	Transportation to and from Day Army services, Summit DD pays 100% local
D	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	1520	1561	
E	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	251	279	Transportation to and from Day Army services, Summit DD contributes 40% Match
F	<b>TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.D plus IX.E</b>	1766	1820	Transportation to and from Day Army services (includes Brokerage, Summit DD pays 100% local)
G	<b>TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.C plus IX.F</b>	1816	1872	
<b>X QUALITY OF LIFE ACTIVITIES</b>				
A	Special Olympics	29	156	Summit DD pays 100% local
B	Blind	56	180	number of people that participated in year around sports training and athletic competition (duplicate to number of people that participated in Social and Rec, for individuals employed in the community)
C	College For Living	99	145	number of people that attended Educational and Leisure classes offered this quarter
D	Camp	N/A	N/A	number of people that attended summer camp for school-aged students, (reported end of Aug)
E	Family Support Services/Family Engagement Plan	39	94	number of people that were awarded FSS dollars for respite, Adaptive Edu, or home mod.
F	Other	N/A	N/A	
G	<b>TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X.A through X.G</b>	223	575	Includes duplicates, NOT included in Total Lives Touched
<b>XI TOTAL ANNUAL PERSONS SERVED (unduplicated count)</b>				
3963		4054		Cumulative total of YTD Persons Served receiving some type of service or support, SSA Assigned, Calico, Early Intervention, Typically Developing Children, School Age Registry
<b>XII WAITING LISTS Services Requested or Needed within 12 Months</b>				
A	Adult Day Array services	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		Waiting to receive 24 x 7 paid staff supervision support
C	Individual Options Waiver	1353		Waiting for an Individual Options waiver slot
D	Level One Waiver	940		Waiting for a Level One waiver slot