

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

# **AGENDA**

Thursday, May 24, 2018  
Administrative Board Room  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

*There are no discussion only items this month*

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

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

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

- IV. APRIL FINANCIAL STATEMENTS
- V. REVISED POLICY 3022 – CHARITABLE CONTRIBUTIONS, EVENT AND VOLUNTEER SUPPORT and REQUEST TO DELETE POLICY 2035 – VOLUNTEERISM AND VOLUNTEER TIME
- VI. 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. APRIL 26, 2018 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
    - 2. SUMMIT DD SUMMER WORK PROGRAM
    - 3. MINUTE MEN CONTRACT
    - 4. APRIL FINANCIAL STATEMENTS
  - B. HR/LR COMMITTEE
    - 1. REVISED POLICY 3022 – CHARITABLE CONTRIBUTIONS, EVENT AND VOLUNTEER SUPPORT and REQUEST TO DELETE POLICY 2035 – VOLUNTEERISM AND VOLUNTEER TIME
  - C. ETHICS COMMITTEE
    - 1. DIRECT SERVICE CONTRACT
- VII. SUPERINTENDENT'S REPORT
- VIII. PRESIDENT'S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
TANF Summer Youth Work Experience Program	Partnership between Summit County Job and Family Services, Summit DD and four 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 four private providers to support eligible students in a summer work experience program.

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

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

**# of Individuals Currently Served:** In 2017, Summit DD partnered with four providers to serve 40 students. Summit JFS has asked Summit DD to once again serve 45 students.

**Amount of Increase/Decrease:** 5

**Satisfaction:** Students and families were generally satisfied with the work experience program last year.

Summit County Job and Family Services has requested to partner with Summit DD on supporting up to 45 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 \$78,235 for a total of \$218,235.

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.

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 four private providers to support students in this summer work experience program.

Bridges Rehabilitation Services- \$30,501

Koinonia Inc. \$21,910

Louisa Ridge \$143,914

New Avenues \$21,910

Total- \$218,235

**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



**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 **TWENTY ONE THOUSAND NINE HUNDRED TEN DOLLARS (\$21,910.00)**, with the County of Summit Department of Job and Family Services paying \$16,910.00 and Summit DD paying \$5,000.00, 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

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 four 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:** 35

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 four 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  
 Koinonia Inc.- \$24,715  
 Louisa Ridge- \$92,555  
 Total Education Solutions- \$33,670  
 Total Contracted amount- \$198,256

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

Date: April 1, 2018

For:            Superintendent/Assistant Superintendent  
  X   Finance & Facilities Committee  
  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 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 **TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS AND 00/100 (\$24,715.00)**, 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 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

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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 **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:** 35 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 payroll administration services for the Summit DD Summer Youth Employment Program for up to forty-eight (40) youth. Payroll administration services to be provided are more fully described in Exhibit A, attached hereto and made a part of this Agreement. Each youth will be paid \$8.30 per hour. Contractor will charge Summit DD an additional thirty (30) percent surcharge to cover payroll processing, Worker's Compensation and Unemployment Insurance for a total hourly charge of \$10.79 per person.
2. **Summit DD Obligations.** Summit DD agrees to provide the necessary information to Contractor on a weekly basis for each youth for whom Contractor is processing payroll.
3. **Term.** The term of this Agreement shall be from June 1, 2018 to August 31, 2018. Summit DD reserves the right to terminate this Agreement at its sole discretion 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 Thousand and no/100 Dollars (\$75,000.00). Contractor shall invoice Summit DD on a weekly basis with detailed documentation identifying the number of hours worked per person to support the amount invoiced.
5. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without loss to Summit DD.
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 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 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.
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 DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2018 AND 2017**

	4/30/2018				4/30/2017			
	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 51,456,835	\$ 24,050,176	\$ 27,406,659	53.3% <b>1</b>	\$ 50,015,032	\$ 23,071,760	\$ 26,943,272	53.9%
REIMBURSEMENTS	12,301,000	6,682,841	5,618,159	45.7% <b>2</b>	12,485,745	3,702,304	8,783,441	70.3%
GRANTS	1,250,000	427,882	822,118	65.8%	1,627,402	310,800	1,316,602	80.9%
CONTRACT SERVICES	450,000	38,029	411,971	91.5%	157,110	247,685	(90,575)	-57.7%
REFUNDS	-	16,451	(16,451)	0.0%	-	7,685	(7,685)	0.0%
OTHER RECEIPTS	86,000	122,844	(36,844)	-42.8% <b>3</b>	63,243	163,412	(100,169)	-158.4%
<b>TOTAL REVENUE</b>	<b>\$ 65,543,835</b>	<b>\$ 31,338,223</b>	<b>\$ 34,205,612</b>	<b>52.2%</b>	<b>\$ 64,348,532</b>	<b>\$ 27,503,646</b>	<b>\$ 36,844,886</b>	<b>57.3%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 19,083,932	\$ 5,884,901	\$ 13,199,031	69.2%	\$ 21,676,369	\$ 6,573,673	\$ 15,102,696	69.7%
EMPLOYEE BENEFITS	8,611,271	2,109,872	6,501,399	75.5%	9,854,803	2,872,655	6,982,148	70.9%
SUPPLIES	708,020	167,937	540,083	76.3%	958,239	259,748	698,491	72.9%
TRAVEL AND TRAINING	315,350	73,099	242,251	76.8%	336,950	97,634	239,316	71.0%
DIRECT CONTRACT SERVICES	9,320,084	3,252,524	6,067,560	65.1%	8,486,516	3,009,240	5,477,276	64.5%
INDIRECT CONTRACT SERVICES	2,174,030	628,252	1,545,778	71.1%	2,812,648	863,289	1,949,359	69.3%
MEDICAID COSTS	28,410,000	13,236,209	15,173,791	53.4% <b>4</b>	24,765,000	11,953,370	12,811,630	51.7%
UTILITIES	649,174	176,096	473,078	72.9%	702,100	199,121	502,979	71.6%
RENTALS	23,600	19,249	4,351	18.4%	142,675	55,433	87,242	61.1%
ADVERTISING	132,000	37,752	94,248	71.4%	132,000	50,977	81,023	61.4%
OTHER EXPENSES	335,250	103,569	231,681	69.1%	363,323	235,845	127,478	35.1%
EQUIPMENT	342,000	93,799	248,201	72.6%	256,000	117,240	138,760	54.2%
REAL PROPERTY IMPROVEMENTS	350,000	4,914	345,086	98.6%	379,000	259,140	119,860	31.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 70,454,711</b>	<b>\$ 25,788,173</b>	<b>\$ 44,666,538</b>	<b>63.4%</b>	<b>\$ 70,865,623</b>	<b>\$ 26,547,365</b>	<b>\$ 44,318,258</b>	<b>62.5%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (4,910,876)</b>	<b>\$ 5,550,050</b>	<b>\$ 4,666,538</b>		<b>\$ (6,517,091)</b>	<b>\$ 956,281</b>		
<b>BEGINNING FUND BALANCE</b>	<b>\$ 50,547,257</b>	<b>\$ 50,547,257</b>						
PLUS: REVENUE	65,543,835	31,338,223						
LESS: EXPENDITURES	(70,454,711)	(25,788,173)						
<b>ENDING FUND BALANCE</b>	<b>\$ 45,636,381</b>	<b>\$ 56,097,307</b>						

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

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENTS  
FOR THE MONTH ENDED APRIL 30, 2018  
(Rounded)**

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

8.3%  
66.7%

		<u>Current Month</u>	
<b><u>Revenue:</u></b>			
<b>1</b>	Property Taxes:	First half property tax settlement.	\$ 24,039,000
<b>2</b>	Reimbursements:	Quarterly state subsidy.	673,000
<b>3</b>	Other Receipts:	Reimbursement from Aetna for the 2017 employee wellness program.	40,300
<b><u>Expenditures:</u></b>			
<b>4</b>	Medicaid Costs:	Payments to DODD for the following costs: Quarterly waiver match, Quarterly waiver administration fee.	\$ 6,280,900 337,000
<b><u>Revenue:</u></b>			
	Reimbursements:	FY 2013 DODD Cost Report settlement, over budget.	\$ 2,828,400
	Grants:	Receipt of HMG reimbursements that was expected in 2017.	244,300
<b><u>Expenditures:</u></b>			
	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.	77,300
	Equipment:	A block of consulting hours with ComDoc for the document scanning and Job Router projects.	77,100

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Revisions to Board Policy 3022.	Use of volunteer time by individuals/groups. Utilizing pre-established guidelines for approving volunteer time requests.	Approval of revised Board Policy 3022, as presented.
Deletion of Board Policy 2035.		Deletion of Board Policy 2035.

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

Policy 3022 – Charitable Contributions, Event Participation and Sponsorships was adopted in May 2015. Policy 2035 – Volunteerism and Volunteer Time was adopted in September 2015.

Since the adoption of Policy 2035, which became effective in January 2016, a small group of staff from the Human Resources and Communication Departments have planned and organized the endorsed/sponsored volunteer activities on a designated in-service day – “Summit DD Give Back Day”. Summit DD’s Volunteerism and Volunteer Time program has been very successful with 170 employees (at nine sites) participating in 2016 and nearly 140 employees (at five sites) participating in the 2017.

As the Agency downsizes, both the HR and Communication Departments have eliminated positions resulting in insufficient staff resources to plan and execute a large scale employee-related activity, such as Summit DD Give Back Day, for 2018 and beyond. With the goal of maintaining opportunities for Summit DD to provide support for and participate in community efforts, proposed are revisions to Policy 3022, and a request to delete Policy 2035.

- Key components identified in Policy 2035 have been incorporated into revised Policy 3022.
- Revised Policy 3022 allows individuals or groups to plan the use of their volunteer time. This will allow individuals and/or groups of employees to identify a volunteer opportunity (according to certain eligibility criteria) and make the necessary arrangements rather than be limited to pre-arranged opportunities with select agencies on a designated date.
- Guidelines and exclusions identified in revised Policy 3022 are appropriate criteria for reviewing requests for use of volunteer time, which include the exclusion of personal and family affiliated efforts.

Corresponding procedures have been updated that provide supervisors and employees more detailed guidance on requesting and approving requests for charitable contributions, event participation, sponsorships and use of volunteer time.

A copy of Policy 2035, which is recommended for deletion, is attached for reference.

**Recommended for approval by the May HR/LR Committee.**

Submitted By: Lynn Sargi

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

Date: May 7, 2018

## **3022 – CHARITABLE CONTRIBUTIONS, EVENT PARTICIPATION and SPONSORSHIPS, and VOLUNTEER SUPPORT**

As the primary community resource for individuals with developmental disabilities, Summit County Developmental Disabilities' (Summit DD's) social responsibility is to support local, nonprofit community organizations by providing financial contributions, participation at events, in-kind services, and volunteer support.

In keeping with our mission, we strive to build communities in Summit County that are welcoming for all and raise awareness of the rights of individuals with developmental disabilities. This Policy ensures that all Summit DD donations, sponsorships, Agency participation, volunteer activities and in-kind services are coordinated and aligned with our long range plan and annual operating plan, maximize opportunity for Agency visibility, foster long-term business relationships, and are within our budget and resource limitations.

Internal and external charitable contributions, participation requests and sponsorships shall be evaluated by the Superintendent or his designee.

### Volunteer Time

Upon approval, Summit DD employees may use up to one (1) day of volunteer time in accordance with this Policy and accompanying procedures. Volunteer time may not be carried beyond December 31<sup>st</sup> of each year and is not subject to payout upon separation of employment.

### Endorsed/Sponsored and Individual/Group Opportunities

Summit DD may endorse and/or sponsor volunteer opportunities. These opportunities are programs for which Summit DD has provided funding, is actively involved on a professional level due to the strategic relevance, address quality of life issues and/or support inclusion and diversity. Agency endorsed/sponsored volunteer opportunities will be communicated via digital bulletin boards and Agency newsletters. Employees, or groups of employees, may also request to use Volunteer Time.

## **3022 – CHARITABLE CONTRIBUTIONS, EVENT PARTICIPATION and SPONSORSHIPS, and VOLUNTEER SUPPORT (continued)**

The following guidelines will be used in reviewing requests for charitable contributions, participation requests, sponsorships and volunteer support:

- Only Ohio-based, 501(c)(3) nonprofit organizations and 501(c)(4) social welfare organizations will be considered for charitable contributions, sponsorships, **volunteer support**, participation requests or in-kind donations. Organizations must directly support the Summit County Region.
- All charitable contributions, sponsorships, **volunteer** participation and in-kind services will promote long range plan goals, create positive visibility, and demonstrate social responsibility.
- The major focus of contributions or participation will be on disability-related causes, inclusion, and support of other Agency priorities at the discretion of the Superintendent or designee.
- Summit DD will also consider requests to support social, community, civic, educational, diversity, and economic endeavors if these support Agency business goals and meet contribution guidelines.

The following exclusions apply:

- Summit DD will not support organizations that discriminate on the basis of age, sex, race, religion, national origin, sexual orientation, or disability with respect to employment, volunteer participation, or the provision of services.
- Contributions **or volunteer participation can** be made only to the qualifying nonprofit agency. Contributions will not be made to organizations conducting fundraising (third party giving) on behalf of nonprofit agencies.
- Requests from **or volunteering for** religious organizations for sectarian purposes will not be considered; however, a community program sponsored by a religious organization will be considered (e.g., food pantry).
- Requests from **or volunteering for** local, regional, and/or school-based sports teams will not be considered.
- Requests that solicit financial **or volunteer** support for individuals, **personal, family affiliated efforts**, political candidates, and political campaigns will not be considered.
- Financial requests for capital campaigns will not be considered.
- Requests that do not align with the Mission of the Board on the discretion of the Superintendent or designee.

## 2035 – VOLUNTEERISM AND VOLUNTEER TIME

As the primary community resource for individuals with developmental disabilities, Summit County Developmental Disabilities Board's (Summit DD) social responsibility is to support local, nonprofit community organizations by providing financial contributions, in-kind services, and volunteer support. Summit DD promotes employee volunteerism by providing opportunities for employees to contribute to the community through endorsed/sponsored opportunities and the use of volunteer time.

### Endorsed/Sponsored Opportunities

Summit DD may endorse and/or sponsor volunteer opportunities. These opportunities are programs for which Summit DD has provided funding, is actively involved on a professional level due to the strategic relevance, address quality of life issues and/or support inclusion and diversity. Agency endorsed/sponsored volunteer opportunities will be communicated via digital bulletin boards and Agency newsletters.

### Volunteer Time

Upon approval, Summit DD employees may be paid during regular work hours up to the equivalent of a regular work day each year (7, 7.5 or 8 hours) to participate in an endorsed/sponsored opportunity. Eligibility for paid Volunteer Time will be within the discretion of the department director and must be used in minimum increments of half day. Requests must be made at least two weeks in advance and may not create the need for flextime or overtime, cause conflicts with other employees' schedules or meetings with families/guardians. Volunteer time may not be carried beyond December 31<sup>st</sup> of each year and is not subject to payoff upon separation of employment.

# 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 John Bacola, who is also employed by Community Connections, a contract agency of Summit DD.</p> <p>Mr. Bacola has certified by affidavit that his 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 April 2018 Ethics Committee.</b></p>		

Submitted By: Lisa KamlowskyDate: April 26, 2018
 For: ☐ Superintendent/Assistant Superintendent  
☐ Finance & Facilities Committee  
☐ Services & Supports Committee  
☐ HR/LR Committee  
☒ Ethics Committee

## ETHICS COMMITTEE MEETING

April 26, 2018

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

The meeting commenced at 6:40 p.m. The role and purpose of Ethics Committee was reviewed.

I. Review of Direct Service Contracts

John Bacola is a Summit DD employee who is also employed by Community Connections, a contract Agency of Summit DD. The committee reviewed the affidavit submitted by Mr. Bacola regarding his specific employment circumstances and the requirements under ORC 5126.033.

II. Recommendations to the Board

The Ethics Committee finds that Mr. Bacola 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 6:45 p.m.

MINUTES – combined work session and regular meeting  
Thursday, April 26, 2018

## Summit County Board of Developmental Disabilities

### **MINUTES - DRAFT**

Thursday, April 26, 2018  
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, April 26, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:35 p.m.

#### BOARD MEMBERS PRESENT

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

#### BOARD MEMBER EXCUSED

Meghan Wilkinson, Board Vice President

#### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowsky, Assistant Superintendent  
Billie Jo David, Director of Communications & MUI  
Russ DuPlain, Director of IT, Records & Facilities  
Drew Williams, Director of Community Supports & Development

Joe Eck, Director of Labor Relations & Risk Management  
Lynn Sargi, Director of HR  
Mira Pozna, Director of Fiscal  
Holly Brugh, Director of SSA & Children's Services  
Maggi Albright, Recording Secretary and others

#### I. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM

The TANF Summer Youth Work Experience Program is an eight week summer work experience that is administered by the Summit County Department of Job & Family Services (JFS). To be eligible to participate, students must be between the ages of 16-24 and live with a family that has an income that is at or below 200% of the federal poverty level. For students who are 19 and older, another minor child must also reside in the home as well. The program runs from June 11<sup>th</sup> – August 4<sup>th</sup>, with students working 20 hours/week in local businesses across Summit County. Students are paid \$9.50/hour. In 2017, Summit DD partnered with six providers to serve 40 students. JFS has requested to partner with Summit DD again in 2018 to serve up to 40 eligible students in the TANF Program. JFS has allotted \$140,000 for the TANF Program and Summit DD would contribute an additional \$63,340, for a total of \$203,340.

MINUTES – combined work session and regular meeting  
Thursday, April 26, 2018

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

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

The dollars allocated to Summit DD for this program will cover the cost of an onsite job coach as well as transportation services. Summit DD would partner with six providers to support students in the work experience. The Ardmore contract would be in an amount not to exceed \$20,334, Bridges Rehabilitation Services - \$30,501, Community Connections of Northeast Ohio - \$20,334, Koinonia - \$10,167, Louisa Ridge - \$111,837 and New Avenues - \$10,167. One of the 2018 changes to the program is the minimum age of 16. Last year the minimum age was 14 and, based on feedback, it was decided that age 16 was a more appropriate starting age for this program. Last year, local dollars were not utilized so those funds were reallocated, with the same outcome anticipated this year as well. Mr. Briggs asked if all available slots were filled last year. Mr. Williams responded that they were. Funds are available in the budget and the TANF Summer Youth Work Experience Program has been recommended for approval by the April Finance & Facilities and Services & Supports Committee.

### **II. SUMMIT DD SUMMER WORK PROGRAM**

Summit DD will be administering a summer work program for individuals between the ages of 16-20 who are still enrolled in school or recently graduated. This program would be in addition to the TANF Program. Students who participate would work 20 hours/week for eight weeks and would be paid minimum wage, which is \$8.30/hour. Students will be supported in groups of two with an onsite job coach. The program will run from June 11<sup>th</sup> – August 18<sup>th</sup>. The week of June 11<sup>th</sup> will consist of a three-day orientation. The orientation includes touring the work site, enrolling in payroll services and starting a job readiness curriculum that will be completed throughout the eight week program. Students will work at various community based businesses across Summit County including property management, retail, services to seniors, Akron Parks and Recreation Department and the Akron City summer lunch program. Summit DD will contract with five providers who will provide onsite job coaching and transportation to and from the work site. The Bridges to Rehabilitation Services contract would not exceed \$47,316, Community Connections in Northeast Ohio - \$57,847, Koinonia - \$11,570, Louisa Ridge - \$80,985 and Total Education Solutions - \$33,670, for the total contract amount not to exceed \$231,400. There will be a separate but related Agreement with Minute Men to cover payroll administration of this program. Funds are available in the budget and the Summit DD Summer Work Experience Program has been recommended for approval by the April Finance & Facilities and Services & Supports Committee.

MINUTES – combined work session and regular meeting  
Thursday, April 26, 2018

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

### III. MINUTE MEN CONTRACT

Summit DD is requesting to administer a summer work program and an additional supporting request to contract with Minute Men Staffing Services is needed to provide payroll administration for the students enrolled in the program. Minute Men would be the employer of record and would verify work eligibility, process various employment-related documents, process payroll and ensure that students are paid weekly and that worker's compensation and other legally required insurances are in place. They will also provide all required tax related information. To provide these services, Minute Men will charge a 30% fee, which will result in Summit DD being billed \$10.79 for every hour a student works. Of that amount, \$8.30 will cover the wages paid to the student and \$2.49 will cover the Minute Men service fee. The total cost per student will be \$1,855.88. If a student works the full program length they would earn \$1,427. The contract period would be June 1<sup>st</sup> – August 31, 2018, for the total contract not to exceed \$75,000. Mr. Quade asked how kids who work under the TANF Program get paid and if Summit DD is considering partnering for payroll services. Mr. Williams responded that TANF also contracts with a temporary service for payroll services and staff contacted that same organization but were not able to reach an agreement. Mr. Briggs asked if Minute Men is cheaper than the organization utilized by the TANF Program. Mr. Williams replied that Minute Men is less expensive. Mrs. Lee asked if the Summit DD Summer Work Program is new. Mr. Trunk replied that it is a new program and stated that there was such a high interest and participation in the TANF Program so staff wanted to provide an opportunity to serve all who are interested. It is anticipated that all 80 slots in the two programs will be filled. Mr. Quade asked about the difference in the rate of pay between the two programs. Mr. Trunk replied that JFS prescribed the pay rate for TANF and the Summit DD pay rate is a little lower since this is the first year of the program. Mr. Briggs asked how it is decided in which program someone participates. Mr. Williams responded that it is based on income; those below poverty are served through TANF. The Summit DD Summer Work Program eligibility requirements are not as stringent as the TANF Program. Mr. Trunk noted that when a person goes through one of these programs it can build their resume and it they may help to get a job upon graduation. The programs fit into the long-term commitment to get kids involved in the community at an earlier age and it is believed that these programs will have long-term benefits. Funds are available in the budget and the Minute Men contract has been recommended for approval by the April Finance & Facilities and Services & Supports Committee.

### IV. 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 2018 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.

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

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

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 \$45,000. Mr. Trunk noted that updating the non-bargaining pay structure does not mean automatic increases for all those employees. Pay 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. If adopted, the revised pay structure would be effective retroactive to January 1, 2018. Mr. Quade asked about where the twelve staff whose salaries will be adjusted fall within the hierarchy. Mrs. Sargi replied that most of the impacted staff are in the middle of the pay structure and are more technical positions (i.e., IT, HR, and a few managers). The pay scales that were collapsed are support positions. Mrs. Lee asked when the last review was conducted. Mr. Trunk replied that 2015 was the last salary adjustment. He added that each review better reflects the organizational size and, as the Agency shrinks, staff are taking on additional responsibilities. He stated the new salary scales better reflect the Agency size and duties which staff are performing and that these salary scales should remain in place for several years. 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.

### **V. VOLUNTEER GUARDIAN PROGRAM**

The Volunteer Guardian Program (VGP) assists 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 who can serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the VGP to serve as the legal guardian. Not all individuals with developmental disabilities or other mental and/or physical impairments require the services of a guardian; only a small percentage of those who are eligible for Summit DD services require a guardian. The VGP has been operated through a contract with Jewish Family Services of Akron but will be transferred to Summit County Public Health in April 2018. Stakeholders include Summit County Probate Court, Summit DD, the ADM Board, Summit County Public Health and Summit County Department of Job & Family Services. The request is to renew the partnership Agreement in support of the VGP for the period April 1, 2018 through March 31, 2019. Summit DD's contribution to this Agreement would not exceed \$50,000. There have been 194 cases opened since the inception of the program and the VGP is currently serving 98 people. It is estimated that an additional 30 people will be served under this Agreement. The Agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases, recruiting and training additional volunteer guardians, assuring monthly visits take place and case notes are completed and filed and reporting to the Advisory Committee on a quarterly basis. There are currently about 162 volunteer guardians.

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

### **V. VOLUNTEER GUARDIAN PROGRAM** *(continued)*

Mr. Briggs commented that this is an excellent program and asked all to consider becoming a volunteer guardian, as there is a need for more people. He noted that there are attorneys who serve as volunteer guardians and they take on the more difficult cases. He added that this program has been a real value to the Board's consumers. Mr. Trunk also mentioned this program provides the opportunity to have another set of eyes ensuring health and safety. Funds are available in the budget and the Volunteer Guardian Program has been recommended for approval by the April Finance & Facilities and Services & Supports Committee.

### **VI. MARCH FINANCIAL STATEMENTS**

March ended with deficit spending in the amount of \$9,903,356. Revenue for the month included a refund in the amount of \$743,700 for 2016 waiver match reconciliation and quarterly Medicaid Administrative claims reimbursement of \$333,000. Expenditures in March included a contract payment of \$27,600 to the Center for Marketing & Opinion Research, \$26,000 payment to Gatekeeper for software licensing, along with IT associated payments totaling \$45,600 for things such as e-mail spam filtering software, e-mail encryption software, LastPass software, etc. The fund balance at the end of March was \$40,643,901. The March Financial Statements have been recommended for approval by the April Finance & Facilities Committee.

### **VII. DIRECT SERVICE CONTRACT**

When Summit DD employees are also employed by another agency that contracts with Summit DD, the Board's Ethics Committee reviews the direct service contract(s) to ensure that ethical standards are not violated. The Affidavit of Board employee Christine Gregory, who is also employed by Connections in Ohio, was reviewed and found that conditions specified in Ohio Revised Code (ORC) 5123:033 have been met. Therefore, the Ethics Committee recommends that the Board continue to participate in its contract with Connections in Ohio. The March Ethics Committee recommends approval.

The work session adjourned at 5:58 p.m.

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## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:58 p.m.

### **I. BOARD MEMBER CAUCUS**

Mrs. Ricks thanked Drew Williams and his staff for the recent presentation held at Akron Public Schools. Jacquie Owens, Summit DD Community Supports & Development Manager, and Jenna Fittings, Summit DD Community Resource Specialist, gave a presentation on how to support students in community based internships and volunteer opportunities, with the focus on strategies and supports. Mrs. Ricks stated it was very informative and that Ms. Owens and Ms. Fittings did a great job.

Mr. Dohnal shared a story about how his daughter had bent the wheel of her bicycle and didn't tell the family. She began walking since the bike was damaged. A local service station business owner noticed one day that she was walking and asked her about her bike. She explained the bike was damaged and the gentleman offered to make the repair. Mr. Dohnal's daughter inquired about cost for the repair. The service station owner fixed the bike and did not charge Mr. Dohnal's daughter.

### **II. PUBLIC COMMENT**

Leslie Frank, a parent and Summit DD staff, commented about Mr. Dohnal's story and said that she also utilizes that service station. She noted the owner has a son with Autism and that they are very nice people. Ms. Frank stated that an individual who had previously transitioned to Medina County and ended up coming back to Summit DD has now transitioned successfully to another day program in Summit County. She noted that the transition form that Joe DiFranco developed has been very beneficial to successful transitions. Ms. Frank commented that she is noticing more print ads and TV commercials featuring individuals with disabilities and she thinks that is great. She also mentioned that the Cuyahoga Falls and Tallmadge Centers have been partnering on some activities and outing and that has worked out nicely. Ms. Frank stated she has attended several of the parent group meeting conducted by Jan Dougherty, Summit DD Community Supports & Development Manager, and they are very beneficial and informative. She stated Ms. Dougherty does a great job with the presentations and that she appreciates the information. Ms. Frank respectfully asked the Board to consider her previous request relative to being able to submit comments in writing when someone cannot be present in person.

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

### III. APPROVAL OF MINUTES

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

##### RESOLUTION

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

Mrs. Lee moved that the Board approve the minutes of the March 22, 2018 combined work session and regular meeting, as presented in attachment #8. The motion, seconded by Mr. Quade, was unanimously approved.

### IV. BOARD ACTION ITEMS

#### A. FINANCE & FACILITIES COMMITTEE

##### 1. VOLUNTEER GUARDIAN PROGRAM

##### RESOLUTION

##### No. 18-04-02

Mr. Quade moved that the Board approve the renewal of an Agreement between Summit DD, Summit County Public Health, Summit County Probate Court, the ADM Board and the Summit County Department of Job & Family Services to support the Volunteer Guardian Program for the period April 1, 2018 through March 31, 2019, in an amount not to exceed Fifty Thousand Dollars (\$50,000), as presented in attachment #5, and that the Superintendent be authorized to sign said Agreement. The motion, seconded by Mrs. Ricks, was unanimously approved.

##### 2. MARCH FINANCIAL STATEMENTS

##### RESOLUTION

##### No. 18-04-03

Mrs. Ricks moved that the Board approve the March Financial Statements, as presented in attachment #6. The motion, seconded by Mr. Quade, was unanimously approved.

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

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

#### B. HR/LR COMMITTEE

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

#### **R E S O L U T I O N** **No. 18-04-04**

Mrs. Gaugler moved that the Board adopt the updated pay structure for non-bargaining unit employees, effective January 1, 2018, as presented in attachment #4. The motion, seconded by Mr. Quade, was unanimously approved.

#### C. ETHICS COMMITTEE

##### 1. DIRECT SERVICE CONTRACT

#### **R E S O L U T I O N** **No. 18-04-05**

Mr. Dohnal moved that whereas the Board's Ethics Committee has reviewed the affidavit of Board employee Christine Gregory and found that the conditions specified in Ohio Revised Code (ORC) 5126:033 have been met;

Therefore be it resolved that the Board adopt the recommendations of the Ethics Committee, as presented in attachment #7. The motion, seconded by Mrs. Gaugler, was unanimously approved.

### V. SUPERINTENDENT'S REPORT

#### A. CENSUS

The March 2018 Census was included in packets for review. As compared to the same period last year, the number of children supported has continued to increase. Feedback from families has been that the extra year of support provided by the Board extending services through age six is invaluable. The number of adults supported has increased with new graduates, and services are now being provided through private providers as a result of the transition. There has been an increase of about 90 in the number of I/O, Level I and SELF waivers. The waiting list currently reflects about 2,400, which is a duplicate count since some people are on both lists. Mr. Trunk commented that staff are continuing to review what information is useful and helpful for planning purposes and hopes to refine this report format by the end of the year.

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

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

#### A. CENSUS *(continued)*

Mr. Briggs noted that the number of people participating in quality of life activities has doubled, which is definitely positive. Mr. Trunk stated that the College for Living Program offered through the Blick Center has experienced growth. Mrs. Lee mentioned that at the recent First Things First Steering Committee Mr. Trunk talked about some of the good work the Summit DD team is doing. Others around the table also commented about some of the programs, including the Community Partnership for Inclusion (CPI) Program.

#### B. MISCELLANEOUS

Mr. Trunk thanked Board Members for attending the recent Summit DD Third Annual Appreciation Breakfast at the end of March. There has been excellent feedback from community stakeholders about the event, which was sold out again this year.

Mr. Trunk noted that groundbreaking of the Graham Road home took place last week. It is projected this four bedroom home that will support individuals with dual diagnosis will be open in September. The project has been in development for two years and is a collaborative effort between multiple agencies. There is an upcoming meeting with staff from the various agencies to develop entrance criteria.

A meeting with county officials was held recently to talk about future use of Summit DD buildings. It was a good conversation and staff will keep in touch with Mayors Kline and Judge about potential plans in order to make good use of the buildings while being sensitive to the impact on communities.

Mr. Trunk commented that Lisa Kamlowky was recently asked to participate on Executive Shapiro's Diversity Committee. It has been extremely beneficial to have Ms. Kamlowky as a part of this group in helping move the discussion forward relative to how to extend the conversation community wide. This has been a good platform to educate and influence people to recognize inclusion of individuals with disabilities. Ms. Kamlowky is also participating in a County group around employing individuals with disabilities. Mr. Trunk stated that Ms. Kamlowky's influence is making a tremendous difference. He added that, as part of Executive Shapiro's upcoming State of the County Address, she will be challenging local business owners to consider hiring individuals with developmental disabilities and talking about the benefits of such.

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

### VI. PRESIDENT'S COMMENTS

Mr. Briggs commented that in looking back over the past few years, the hard work, influence and voice given to consumers in this county has made a difference. He challenged staff to keep up the good work and continue sounding the alarm that support is needed from the entire community and the Board's message needs to be heard that Summit DD stands for equity for all.

There being no further business, the Board Meeting adjourned at 6:36 p.m.

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Denise Ricks, Secretary