

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

AGENDA

Tuesday, November 13, 2018
Administrative Board Room
5:00 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. SUMMIT DD 2019 ACTION PLAN
- II. DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE
- III. NORTH EAST OHIO NETWORK (NEON) CONTRACT – FAMILY ENGAGEMENT PROGRAM
- IV. ORIANA HOUSE CONTRACT – ALTERNATIVE ENVIRONMENT PROGRAM
- V. SUCCESS4KIDZ CONTRACT
- VI. SUMMIT COUNTY SHERIFF CONTRACT
- VII. GARDINER CONTRACT
- VIII. PRIMARY SOLUTIONS CONTRACT
- IX. DISCOVERY CONTRACTS: HATTIE LARLHAM AND HELP FOUNDATION

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

No New Action Items Discussed Previously

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- X. OCTOBER FINANCIAL STATEMENTS
- XI. REQUEST TO DELELTE AND REVISE POLICIES
- XII. REQUEST TO DELETE POLICY 2003 – HEALTH INSURANCE OPT-OUT

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. OCTOBER 25, 2018 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 1. OCTOBER FINANCIAL STATEMENTS
 2. REQUEST TO DELELTE AND REVISE POLICIES
 - B. HR/LR COMMITTEE
 1. REQUEST TO DELETE POLICY 2003 – HEALTH INSURANCE OPT-OUT
- VII. SUPERINTENDENT’S REPORT
 - A. CENSUS
 - B. OACB DELEGATE ASSEMBLY
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
2019 Action Plan	Ohio Administrative Code requires each county board to adopt by resolution a strategic plan. The Board approved the 2019–2021 Long Range Plan in October 2018. The 2019 Action Plan outlines the action items Summit DD will carry out during the first year of the Long Range Plan.	Approve the 2019 Action Plan

SUPPORTING DATA FOR RECOMMENDATION

Summit DD's Board approved the 2019 – 2021 Long Range Plan that updated the mission, vision, values and three-year goals of the Agency. Each year, Summit DD creates an action plan that outlines ten specific action items that will be implemented to achieve the three-year goals of the Long Range Plan. Action items in 2019 include:

Goal 1: To ensure quality services while we cultivate opportunities for people to feel included.

1. Identify outcomes that are meaningful to people.
2. Complete a provider engagement survey and identify priorities for improvement.
3. Participate in the Provider Partnership Pilot Expansion Project and implement recommendations.
4. Share success stories of inclusion.

Goal 2: To empower an engaged workforce that achieve the best outcomes for people we support.

5. Complete a thoughtful analysis of our organizational structure to ensure our collective work is aligned the achievement of the Long Range Plan.
6. Identify short-term diversity priorities, making Summit DD reflective of the community we serve.
7. Complete an employee engagement survey and identify priorities for improvement.
8. Develop an approach to training and development that ensures employees have the skills and knowledge needed to achieve the goals of the Agency.

Goal 3: To ensure that our system is sustainable for future generations.

9. Implement facilities use plan.
10. Prioritize non-Medicaid expenditures.

A public hearing is scheduled for November 27, 2018 to obtain feedback on the 2019 Action Plan.

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

Submitted By: Billie Jo David

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

Date: 11/1/18

Mission

Helping people of all abilities reach their full potential, one person at a time.

Vision

Summit County is a community where people feel included.

Values

Respect - Collaboration - Innovation - Inclusion - Excellence - Trust

Trust

We want to earn the trust of people we support with every interaction. We realize that this can only be accomplished by delivering on our promises and remaining transparent. It is an honor that people accept us into their lives and we will not take that for granted.

Respect

We will actively listen to people we support to understand where they are on their journey and what they want to achieve next. We respect people's choices about their lives.

Collaboration

We will partner with those we support every step of the way. We will work with community organizations to build relationships that open doors for those we support.

Innovation

We consistently look for ways to challenge the status quo. We create new opportunities that provide more choices for people of all abilities. We encourage our staff to pursue opportunities to better their skills and knowledge.

Inclusion

We believe that everyone has a right to live a life where they feel included in their community. We also understand that community means something different to each person. We are committed to making connections that are meaningful and respectful of the diversity of those we support, while building a community that only sees opportunity in each other.

Excellence

We believe those we support, parents and the community deserve our very best and we are committed to giving it. We will work to understand the needs and expectations of those we support and continually find ways to meet and exceed those expectations.

Long Range Plan Goals

Goal 1: To ensure quality services while we cultivate opportunities for people to feel included.

Our role is to listen to people we serve, identify outcomes, and connect people to paid or natural support that will help achieve their goals. We will remain person-centered to ensure each person receives the highest quality of services possible as we create opportunities that provide meaningful community connections.

Objectives include:

- Build meaningful relationships with people we support to shape person-centered outcomes.
- Ignite the community as a natural support.
- In partnership with our provider community, build a culture in the direct service professional community that is committed to achieving people's outcomes

2019 Action Items

Identify outcomes that are meaningful to people

As we gather more information from the individual and those who are close to him or her, we can shape more meaningful outcomes. Whether you are a child working on your next milestone or an adult wanting to gain more independence, we will work with you create well developed outcomes.

Complete a provider engagement survey and identify priorities for improvement

Private disability service providers play a key role in our service delivery system. Summit DD will use a provider engagement survey to determine how well we support a diverse group of providers and work to identify priorities area for improvement, training, and support.

Participate in the Provider Partnership Pilot Expansion Project and implement recommendations

A coalition of Summit DD and Summit County disability service providers were selected to participate in a statewide pilot project designed to enhance partnerships between county boards and providers. In collaboration with our partner providers, we will work to define and measure quality services.

Share success stories of inclusion

Every day, people are finding more ways to make meaningful connections to community and friends. Community organizations, businesses, employers, and countless more are proving that Summit County is a place that is welcoming to people of all abilities. We will be proactive to find and share these successes to ignite the community as a natural support.

Goal 2: To empower an engaged workforce that achieve the best outcomes for people we support.

Our employees are our greatest asset as we work to achieve our mission and vision. We will cultivate an energized and diverse team and ensure they have the knowledge, skills, and tools to meet and exceed the expectations of those we support.

Objectives include:

- Foster a culture that reflects our core values
- Build work systems that support organizational performance excellence.

2019 Action Items

Complete a thoughtful analysis of our organizational structure to ensure our collective work is aligned the achievement of the Long Range Plan.

Our organization and our community continue to evolve. In 2019, we will review our work functions and outcomes in each of our work areas to ensure they are aligned, achieving the best results for those we serve.

Identify short-term diversity priorities, making Summit DD reflective of the community we serve.

Summit DD will complete an internal analysis of our work force and develop key diversity priorities. Once priorities are identified we will develop tools and strategies to capitalize on an internal talent pool and a diverse candidate pool for vacant positions.

Complete an employee engagement survey and identify priorities for improvement

Using a team-based approach, we will identify factors that impact employee engagement, complete an employee survey to obtain feedback, develop priorities for improvement and create a plan that addresses these priorities.

Develop an approach to training and development that ensures employees have the skills and knowledge needed to achieve the goals of the Agency.

A team of Summit DD employees have worked in 2018 to identify core competencies needed to meet the mission, vision, values and goals identified in the Long Range Plan. In 2019, we will introduce that model to employees and design an approach to training and development that supports the skills and knowledge needed to effectively demonstrate those core competencies.

Goal 3: To ensure that our system is sustainable for future generations.

Summit DD has experienced an increased number people eligible for services, along with declining revenues. We will build a financially sustainable service delivery model to ensure funding is available to support the health, safety and quality of life of people we serve well into the future.

Objectives include:

- Maximize alternative revenue streams.
- Ensure that the allocation of local resources are aligned to outcomes that move us closer to our mission and vision.
- Right-size our facilities to meet future needs.

2019 Action Items

Implement facilities use plan.

Throughout 2018, Summit DD has been completing a detailed facility use analysis to develop a plan that allows us to best serve people and families, while creating efficiencies and capitalizing on our current assets. In 2019, we will begin to implement this multi-year plan. Phase one will include design of the recommended future state and sale of assets that are no longer needed to support Summit DD's operations.

Prioritize non-Medicaid expenditures.

Nearly 80 percent of Summit DD's operating revenue is funded through a local tax levy. Approximately 60 percent of that is used to pay Medicaid costs. The remaining 40 percent is used to fund supports that are not Medicaid eligible. With thoughtful analysis we will prioritize that spending on outcomes that move us closer to our mission and vision. We will review and update Board policies as they relate to non-Medicaid funding as necessary.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Department of Jobs and Family Services for onsite assistance.	Renewal of contract for DJFS staff to work at Summit DD locations.	Approval of DJFS onsite assistance contract effective January 1, 2019 to December 31, 2019. Contract amount not to exceed \$78,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: All Medicaid Enrollees

Amount of Increase: \$0

This contract is between Summit DD and the Summit County Department of Jobs & Family Services (DJFS), a collaboration that has been in effect since 2013.

Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at 89 East Howe Rd., Tallmadge. The caseworker provides assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Persons served and families are able to work with the DJFS staff without going to the Akron offices. In addition, the SSA department has direct access to this worker on a daily basis.

The advantage of this arrangement allows for one caseworker to address special issues and barriers that delay Medicaid enrollment.

Over the first 6 months of 2018, the JFS worker is supporting on average 33 people a month with Medicaid eligibility as it pertains to a DODD waiver and 9 additional people with community Medicaid. In addition, the worker is supporting SSAs and individuals through an average of 70 phone calls and emails each month.

Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$78,000 annually.

Funds are available in the 2019 budget.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: November 2018

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

ON-SITE CASE MANAGER AGREEMENT

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2019 – December 31, 2019

Amount: (Paid to DJFS \$75,000.00)

**AGREEMENT
BETWEEN**

**COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
(FY 2019)**

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

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

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

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

1. Provider will engage the services of one (1) FTE CSDJFS Case Manager. **This Agreement shall be in effect for one (1) year commencing on January 1, 2019, and ending on December 31, 2019.** CSDJFS and Provider shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.
2. **Provider’s worksite located at 89 East Howe Road, Tallmadge, Ohio 44278 will utilize one (1) FTE Case Manager forty (40) hours per week.** The Case Manager will work one hundred percent (100%) of the time processing applications for Medicaid Programs and Services.
3. Provider shall appoint a contact person for the Case Manager. Any and all communication regarding a Case Manager’s work performance shall be through the Case Manager’s chain of command through CSDJFS’ Family Support Services Division.
4. The Case Manager shall continue to be responsible for his/her responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.
5. Case Manager vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated by the CSDJFS Family Support Services Division.

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

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

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

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

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

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

10. Independent Contractor. Nothing contained in this Agreement shall be construed to be or create a joint venture or partnership between Provider and CSDJFS. The relationship of Provider to CSDJFS under this Agreement is that of independent Contractor.

11. Responsibility for Audit Exceptions. Provider agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.

A. Provider shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Agreement period. Provider agrees to a special audit of expenditures if requested by the Director of the Department of Job and Family Services on the basis of evidence of misuse or improper accounting of funds.

12. Equal Opportunity Employment/Non-Discrimination.

A. *Non-discrimination in performance.* Provider shall not discriminate against any employee or applicant for employment in any manner in its performance under this Agreement by reason of race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. The Provider shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Agreement. Any Provider found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Agreement.

B. *EEO Employer.* The Provider warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.

C. *Non-discrimination in Employment.* In carrying out this Agreement, Provider will not discriminate against any employee or applicant for employment by reason of

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

- D. *Posting.* Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Provider complies with all applicable federal and state non-discrimination laws. Provider will, in all solicitations or advertisements for employees placed by or on behalf of Provider, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1983 and subsequent amendments. Further, in compliance with, Executive Order 2011-05K (Kasich), Provider shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Provider shall not discriminate against any job applicant in any manner or against any individual regardless of gender identity. Provider will incorporate the foregoing requirements of this paragraph in all of its Contracts for any of the work prescribed herein, and will require all of its subcontractors for any part of such work to incorporate said requirements in all subcontracts for such work.
13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Provider hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Provider. Provider also acknowledges HIPAA requires that all entities subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Provider warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care providers and health

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

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

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

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

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

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

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

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

(End of text. Execution on following page.)

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

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES
BOARD

By: _____

Its: _____
Title Date

Approved as to form:

DEPARTMENT OF JOB AND FAMILY
SERVICES

Anita L. Davis Date
CSDJFS Legal Counsel

Terri Burns Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
EXECUTIVE

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

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

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2019 – December 31, 2019

Amount: Not Applicable

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

This HIPAA Business Associate Agreement (“Agreement”) is entered into by and between the County of Summit Ohio (“County”) on behalf of the County of Summit Department of Job and Family Services (“CSDJFS”) and **County of Summit Developmental Disabilities Board** (the “Business Associate”) on this _____ day of _____, 20__.

RECITALS

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

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

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

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

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

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

ARTICLE I
DEFINITIONS

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

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

ARTICLE II
BUSINESS ASSOCIATE DUTIES & RESPONSIBILITIES

2.1 **Permitted Uses and Disclosures.**

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

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

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

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

2.2 Relationship to Individuals

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

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

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

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

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

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

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

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

appropriate, including but not limited to, cancelling the agreement wherein Business Associate provides services to the CSDJFS.

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

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

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

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

- 2.8 Accounting of Disclosures.

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

2.8.2 Within ten (10) days of notice by CSDJFS of a request for an accounting of Disclosures of Information, Business Associate and any agents or subcontractors shall make available to CSDJFS the information required to provide an accounting of Disclosures to enable CSDJFS to fulfill its obligations under the Privacy Rule, including but not limited to 45 CFR § 164.528. Except in the case of a direct request from an Individual Client for an

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

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

ARTICLE III RESPONSIBILITIES OF CSDJFS

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

3.2 Notification of Changes and Restrictions.

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

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

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

ARTICLE IV
TERM AND TERMINATION

4.1 **Term. This Agreement shall be effective January 1, 2019 to December 31, 2019.**

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

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

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

will also extend indefinitely beyond the term of this Agreement. Business Associate further agrees that no Information, copies of Information, or parts thereof, shall be retained when the aforementioned Information are returned or destroyed.

ARTICLE V
MISCELLANEOUS

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

CSDJFS:

Business Associate:

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

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

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

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

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

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

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

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

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

(End of text. Execution on following page.)

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

**COUNTY OF SUMMIT DEVELOPMENTAL
DISABILITIES BOARD**

By: _____

Its: _____
Title Date

Approved as to form:

**DEPARTMENT OF JOB AND FAMILY
SERVICES**

Anita L. Davis Date
CSDJFS Legal Counsel

Terri Burns Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
COUNTY EXECUTIVE

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Family Engagement Program reimbursement provided by North East Ohio Network (NEON) Council of Governments (COG). Also includes Annual dues for NEON services.	<ul style="list-style-type: none"> • Flow Through for the Family Engagement Program • Fiscal administration of the Family Engagement Program • Annual Dues 	<ul style="list-style-type: none"> • To approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed \$600,000 for the period of January 1, 2019 through December 31, 2019.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: @700

Amount of Increase/Decrease: \$0 This contract is increased by \$70,000 over the 2018 contract amount as a result of re-allocating unused respite dollars budgeted elsewhere. The total budget for the Family Engagement Program remains the same as in 2018.

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

Summit DD contracts with NEON to act as a flow through for reimbursement of funds to individuals and families using the Family Engagement Program (FEP). These funds allow individuals ages 0-22, without Medicaid waivers, the ability to access up to \$1800 of funding which they can use to participate in activities that enhance their lives. These activities include: summer camps, community programs, participate in school activities, therapy, specialized equipment and technology supports.

In 2018 over 700 families accessed FEP with the majority using funds to pay for both community based (112) and specialized (156) camps, community clubs/classes (128) and adaptive equipment (45). Families paid for the goods/services up front and upon an approved receipt, were then reimbursed for their expenses.

This contract allows NEON to deposit funds directly into a parents or guardians account for the reimbursement.

The total amount allocated to NEON for the Family Engagement Program is \$585,000.

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

This contract also includes Summit DD's Annual Dues of \$6,000.

Funds are in the 2019 budget.

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

Submitted By: Holly Brugh

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

Date: November 2018



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

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 North East Ohio Network, with its principal office located at 5121 Mahoning Avenue, Suite 102, Austintown, Ohio 44515, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Contractor for processing payments to eligible individuals pursuant to Summit DD's Family Engagement Program.

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor is responsible to provide services as identified and more fully described in Exhibits A, B and C of this Contract upon request of Summit DD.

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

used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The total amount of this Contract shall not exceed **SIX HUNDRED THOUSAND DOLLARS AND no/100 (\$600,000.00)** and is limited to the Summit DD'S 2019 appropriation.

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

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2019 through December 31, 2019.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Lori Chick, Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

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

SIGNATURE PAGE FOLLOWS

SIGNATURES

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

NORTH EAST OHIO NETWORK:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

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.

Exhibit A

Description of Services and Fees

SERVICES

Family Engagement Program

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

FEES

Family Engagement Program

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

Annual Dues

Payment of annual dues to NEON in the amount of \$6,000 for COG benefits such as the investment of funds.

Family Engagement Program (FEP)

The Family Engagement Program has been established to support eligible individual's birth to 22, residing with family members, by providing funds to access goods and services that are necessary due to the individual's disability. Funds should enable individuals to live their best life by engaging their community and staying connected to natural supports.

- I. Eligibility
 - a. Individuals eligible for Summit DD services
 - b. Are between the ages of 0-22
 - c. Are living at home with a parent(s) or guardian
 - d. Do not have waiver funding

- II. Services and supports eligible for funding typically include but are not limited to:
 - a. Summer camp
 - b. Respite services from a DoDD certified provider or approved and trained family chosen provider
 - c. Transportation (paid at the waiver rate of .45 per mile)
 - d. Adaptive equipment
 - e. Community Classes or memberships
 - f. Safety Equipment
 - g. Therapies not otherwise covered by insurance
 - h. Health related supplies

- III. Family Engagement Program Funds
 - a. Are available for a 12 month period beginning January 1st
 - b. Will not exceed the amount per person set each year based on the Boards budget
 - c. Do not have to be used all at one time or in their entirety
 - d. Will be approved after a quote has been obtained
 - e. Will on be released after the receipt of an approved receipt
 - f. Will be directly deposited into a families checking or savings account, no checks will be issued (unless using a certified provider for respite)

- IV. Accessing Funds
 - a. A family will work with Summit DD staff: Service and Support Administrator (SSA), Developmental Specialist (DS) or Referral and Support Specialist (RSS) who can help them determine if the Family Engagement Program is appropriate for their needs
 - b. Summit DD staff will use a Person Centered Planning approach to authorize the purchase of a good or service
 - c. Summit DD staff will complete the Family Engagement Program Form and if available, document the outcome related to the need for the good or services on the IFSP or ISP.
 - d. Family will provide Summit DD staff a quote for the good or service
 - e. Summit DD staff will provide the family with the Direct Deposit Enrollment Form which the family will complete and return
 - i. Families choosing to have the money deposited into their own account will have to complete a W9 form as this **may** count as taxable income (if not previously completed)
 - ii. Families choosing to have the money deposited into money into their child's account

or STABLE account will not need a W9

- f. Summit DD staff email the completed Family Engagement Form, enrollment paperwork (if needed) and all supporting documentation (quote, brochure, recommendation, etc.) to the FEP mailbox at FEP@summitdd.org
- g. Manager will respond to requests in the FEP mailbox on a weekly basis. If approved, the request will be forwarded to AA for processing.
- h. AA will add request into FSS module in Gatekeeper and email approval certificate back to staff person making the request.
- i. Staff person can notify family request has been approved.
- j. Family may purchase the good or service

V. After the purchase of a good or service

- a. The family must provide Summit DD, when possible, the original invoice or receipt for each good or service obtained with funds from the program.
 - i. Receipts can be returned to Summit DD by:
 - 1. Giving them to a staff member,
 - 2. Scanning and emailing them to FEP@summitdd.org with RECEIPT/name as the subject followed up by mailing the original receipt to SCDD, or
 - 3. Mailing them to Summit DD- Attention Megan Whitfield
- b. Summit DD staff will turn all receipts into AA who will enter into FFS module in GateKeeper and track the amount used by each individual
- c. Summit DD staff may access GateKeeper to check on any funds that remain
- d. Each Friday, AA will send all requests with required paperwork and receipts to the Fiscal Department for processing.
- e. Upon Fiscal approval, Monday or Tuesday of the following week, a listing will be compiled and sent to NEON who will deposit the approved funding money into a family's bank account.
- f. NEON will provide the SSA and Fiscal Departments with a monthly reconciliation of the program.
- g. Staff will contact individual/ family to review satisfaction with good or service and update IFSP/ISP or document outcome in TCM

VI. Detailed Description of Goods and Services

- a. Summer Camp- summer programs that allow participation in the community preferably with other children who do not have disabilities. Examples include: YMCA camps, recreational camp, themed camp or any other summer program the individual wishes to attend.
 - i. Funds cover tuition
 - ii. The family is responsible for registering the child for camp
 - iii. If a child is eligible for Extended School Year (ESY) through their school district, funds must not be used fund camp until that is exhausted
- b. Respite Care- support on a **short-term basis** to the individual in the family home. Respite must be delivered by a certified provider or by an approved and trained family chosen provider. Rates of payment will follow the current Medicaid rate.
 - i. Certified Providers: These providers are certified by the Ohio Department of Developmental Disabilities (DoDD) as a Supported Living or Waiver Provider. They meet requirements such as a background check, 8 hours of required training, and are certified in Infant/Child First Aid and CPR. These provider also have a local contract

with Summit DD.

1. Summit DD staff will need to completed the request for respite provider form and email it to Joe Jordan jjordan@summitdd.org who will then reach out to the providers for interest.
 2. Once the service is delivered, provider submits invoice and HPC documentation to Summit DD by giving them to a staff member or scanning and emailing them to FEP@summitdd.org with RECEIPT/name as the subject.
 3. AA will send invoice to Fiscal for processing and payment.
- ii. Family Chosen Providers: Someone the family knows and believes is able to care for their family member. This person cannot be a relative, live in the family home, and must be over the age of 18. When using a family chosen provider the provider must participate in 4 hours of training provided by Summit DD.
1. Once services have been delivered the family must submit a completed Respite Log with the provider's signature.
 2. Money will be deposited into the families account and they can pay the provider.
- c. Transportation- Families may choose to pay someone they know to transport their child to summer camp (or other community based activities). This person cannot live in the family home and must be over the age of 18. Typically this is an extended family member, neighbor or friend. When using a family chosen provider the following must be completed and returned:
- i. Prior to services:
 - Waiver for Family Selected Provider
 - ii. Once services have been delivered:
 - Completed Transportation Log
- d. Adaptive Equipment- equipment that helps individuals with independence in daily living. Examples include: communication devices, equipment not covered by Medicaid State Plan or insurance, sensory items, weighted blankets/vests, adapted utensils/plates, adapted strollers for 3 and above, adapted car seats
- i. Must include written recommendation from PT,OT, SLP or other support professional and quote for needed equipment
- e. Community Classes and Memberships- inclusive and adaptive classes in the community. Examples include: horseback riding, music class, art and dance programs, and sports programs.
- i. Quote from provider needed
 - ii. Memberships will cover one adult and one child
 - iii. Uniforms and equipment will not be paid for
- f. Health Related Supplies- supplies that an individual needs due to their developmental disability that are not covered by another funding source. Items may include: incontinence supplies, dietary shakes, specialized formula, and thickeners.
- i. Quote needed

Exhibit B

- g. Safety Equipment- equipment that is used to keep someone safe. Items may include safety gates, outlet covers and GPS tracking devices.
- h. Therapies not otherwise covered by insurance- Speech, OT, and PT. Must have an insurance denial letter.

Summit County FEP Program
Processing Instructions
Department: Finance

1. FEP requests from Summit to NEON will be sent to:
accounting@neoncog.org
Copy to:
mglidewell@neoncog.org
ckasabian@neoncog.org
jkust@neoncog.org
2. Upon receipt of the batched requests, NEON will verify the amounts, unique voucher numbers (check for duplications), the individuals name and the payee.
 - Summit County will use one unique FEP File Number for each FEP Authorization form sent to NEON for payment
 - If there is a first time request in the batch, Summit will include a W-9 (if applicable) and a Direct Deposit form with the batch.
 - Summit will clearly identify in the batch of requests whether it is the child or the parent/guardian who will be the payee of funds.
 - Summit will clearly identify bank account changes to existing payees on the FEP Requests.
 - Summit will clearly identify Stable Ohio Payments for payees on the FEP Request form and furnish the Stable Ohio Link for processing.
3. To ensure accuracy, NEON will submit the batch to Summit (jpetrarca@summitdd.org and brentsch@summitdd.org) to verify the amounts and totals are correct. If there any requests within the batch that must be delayed pending receipt of information (i.e, insufficient demographic or payee information) those requests will be removed from the batch and sent to Summit (jpetrarca@summitdd.org and brentsch@summitdd.org) separately to resolve any barriers to payment. NOTE: This will not impact NEON moving forward with paying the other requests in the batch once verified by Summit.
4. Once Summit has verified the number of requests and batch totals, all of the verified requests will be processed for payment within 1-2 business days.
5. Summit will resubmit requests that have been removed from a batch to NEON for processing. Upon verification by Summit (Step 3), NEON will process these payments within 1-2 business days of receipt. NOTE: They will NOT be held to include in the next batch.
6. NEON will print out all FEP requests in the batch. Requests will be filed and maintained by NEON.

7. NEON will enter all new Payees based on the W9 and/or Direct Deposit form (when a W9 is not required).
 - A W9 is **not required** when the Child is on the account receiving payment.
 - A W9 **is required** if the parent/guardian is receiving payment
 - A W9 **is required** if the child is receiving payment and the child is not on the parent/guardians account that NEON has on file.
8. NEON will process the FEP requests and submit payment to recipients. A hard copy as well as electronic copies of all FEP requests that are processed will be retained.
9. NEON will print the EFT Receipts from the batch. EFT Receipts and the FEP requests received from Summit will be scanned into Intellinetics for electronic archiving.
10. NEON will affix the EFT Receipts, Bank Transactions Detail Report, and the A/P Payment register to the FEP requests received from Summit and file them in hard copy in the designated filing cabinet.
11. NEON will organize the accounting@neoncog.org email inbox with folders identifying the date a batch is processed. All corresponding emails pertaining to the batch will be moved to the folder. The folder will be retained for one calendar year following the end of the program year (e.g. January through December 2017 folders will be deleted on January 1, 2019)
12. NEON will update the *Summit FEP Invoice and Payments Tracking* spreadsheet with the batch information to include the following:
 - a. Payee Name
 - b. FEP Invoice Number
 - c. Date the invoice was received
 - d. Date the invoice was paid
 - e. Count of days to payment
 - f. Amount of invoice
 - g. A comment section to explain excessive timelines for payment
13. Once the FEP batch has been completed and processed, NEON will send a Check Register of all FEP requests processed to Summit County (jpetrarca@summitdd.org and brentsch@summitdd.org).

14. NEON will reconcile all FEP requests monthly. Reconciliation will include FEP voucher numbers and total amounts.
15. NEON will email a copy of the *Summit FEP Invoice and Payments Tracking* spreadsheet to Summit County (jpetrarca@summitdd.org and brentsch@summitdd.org) each month to track the processing time of all FEP payments.
16. Program contact information:

SEND: FEP Batch Requests, Verifications and Documents Required for Processing Payments to:

accounting@neoncog.org

mglidewell@neoncog.org

jkust@neoncog.org

ckasabian@neoncog.org

SEND: FEP Batch Verification Requests , Requests for Documents Required for Processing Payments, Monthly Check Registers and *Summit FEP Invoice and Payments Tracking* spreadsheet to:

brentsch@summitdd.org

jpetrarca@summitdd.org

SEND: Any Issues or Concerns or Complaints regarding FEP Invoices and/or Payments

lchick@neoncog.org

mglidewell@neoncog.org

accounting@neoncog.org

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Oriana House for Alternative Environment Program (AEP)	AEP is a diversion option for individuals with developmental disabilities from county jail pending trial or disposition	Approve contract with Oriana House for AEP for the period 1/1/19 to 12/31/19 in an amount not to exceed \$95,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: Projecting 243 bed days

Amount of Increase/Decrease: \$0

Summit DD has partnered with Oriana House since October of 2012 to provide a pretrial option that houses individuals with developmental disabilities who are facing certain criminal charges, in lieu of those individuals awaiting trial/disposition in the Summit County Jail.

This contract has ensured the availability of two male beds for eligible individuals in a restrictive, structured residential environment. Funds of \$50,000 per year have supported the guaranteed placement of eligible individuals into these beds. In 2016 the number of beds was reduced from four to two, which has proven to be sufficient.

In addition this contract also supports the services provided to individuals when they are placed in the AEP program which include; case management, crisis counseling, social skills group, medication compliance, recreation, hygiene & nutrition. Cost is \$185.18 per day. The 2019 contract will fund 243 bed days.

In 2018, 4 individuals utilized the two beds at Oriana with varying lengths of stay. Offenses ranged from F1-F3. 2 of the 4 individuals were eventually convicted and sentenced to long term prison stays.

Total contract amount: \$95,000
 \$50,000 bed guarantee
 \$45,000 bed usage

Funds are available in the 2019 budget to support this collaboration.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

X Finance & Facilities Committee

Date: November 2018

X Services & Supports Committee

_____ HR/LR Committee



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Oriana House with its principal office located at 885 Buchtel Avenue, Akron, Ohio 44309, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation review and site visits. In the event of an adverse finding, Summit DD will share the results of said finding with Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by Summit DD.
- B. Summit DD shall review and provide prior approval of each person served in need of the service prior to placement in the Oriana Alternative Environment Program. Summit DD will complete periodic reviews of billing process to assure services billed reconcile with services provided.

II. ORIANA OBLIGATIONS

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

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

- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- I. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. 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 the loss to the Summit DD.
- L. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure or presentation.
- M. Employees of Oriana are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. ORIANA FINANCIAL OBLIGATIONS

- A. 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. 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.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed NINETY-FIVE THOUSAND and 00/100 DOLLARS (\$95,000) and is limited to Summit DD'S 2019 appropriation.

- B. Upon execution of this Contract Summit DD will pay Contractor the sum of Fifty Thousand and 00/100 Dollars (\$50,000.00). Summit DD will reimburse Contractor an amount not to exceed One Hundred Eighty Five Dollars and 18/100 (\$185.18) per diem for each day of service provided to each individual served under this contract.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2019 through December 31, 2019.
- 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

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 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

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
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

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

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

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

SIGNATURES

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

ORIANA HOUSE

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Signature

Title

Title

Date

Date

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/19 to 12/31/19, for a total contract amount not to exceed \$450,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Children's Services

of Individuals Currently Served by S4K: 150, 1,759 visits completed in 9 months

Amount of Increase: none

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

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

In 2018 to date, S4K has averaged 195 visits per month, and have provided a total of 1,759 visits in the past 9 months. This is an increase of 53 visits from this time last year. In addition, S4K acts as the primary service provider for 58 families and as secondary service provider for 83 families. They also serve 9 3-5 year olds and collaborate with the CPI program to help promote inclusion in child care centers.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service.

Funds are in the 2019 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

Date: November 2018

 X Services & Supports Committee

 HR/LR Committee



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

- G. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 2. To allow effective program planning, service coordination and resource development.
- H. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- I. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- J. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- M. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- N. Employees of 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. 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. 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 Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS** (\$450,000.00) and is limited to the Summit DD'S 2019 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2019 through December 31, 2019.
- 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

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

Contractor shall establish a procedure for affording individuals served due process as appropriate. 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
ATTENTION: Superintendent
89 East Howe Road
Tallmadge, Ohio 44278-1099

TO: Success 4 Kidz
ATTN: Denise Ramos, President
1089 Scenicrest St. NW
Uniontown, OH 44685

E. In the event that any statute, regulation, rule or state or federal law is amended, the requirements of this Contract shall be automatically amended to reflect such modification without any further action by the parties.

F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

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

PROVIDER:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Security and Criminal Investigation services for Summit DD	Safety and security of individuals and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.	Renew a contract with Summit County Sheriff's office for a 12-month term to provide security and increase investigation services at a cost not to exceed \$239,660 from January 1, 2019 through December 31, 2019.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Health & Welfare

Amount of Increase/Decrease: \$10, 894

- The \$235,658.85 contract with the Summit County Sheriff's office provides an assigned deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Administration building and other Summit DD Sites. In addition, the deputy will take initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature.
- The contract also provides on Summit County Sheriff's detective to investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands.
- The Detective will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities.
- To date in 2017 there have been 23 arrests (14 misdemeanor and 9 felony). Since the contract's inception in 2013 there have been 67 misdemeanor arrests and 52 felony arrests that led to 52 indictments.
- Up to \$4,000 additional per year to purchase security at events that external entities hold at Summit DD buildings, such as Special Olympics dances.

Submitted By: Billie David

For: Superintendent/Assistant Superintendent

 x Finance & Facilities Committee

Date: 10/25/18

 x Services & Supports Committee

 HR/LR Committee

POLICING CONTRACT

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

WITNESSETH:

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

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

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

1. Services. The Sheriff's Office will be the Primary law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide SUMMIT DD with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:
 - (a) The total number of Deputies provided to SUMMIT DD during the term of this Contract will be as follows:
 - (2) **two Deputies - (1) one (Detective) (1) one Deputy (Security)**,
 - (b) Deputy will be scheduled by the Sheriff to provide SUMMIT DD with Services for **Five (5) Eight (8) Hour Shifts per week**, as may be adjusted if necessary by the Sheriff or his designee.
 - (c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outlined in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy
 - (d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
 - (e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to SUMMIT DD.
2. Equipment. The Sheriff will provide a Deputy with **Two (2) Vehicles per shift**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.
3. Term. The term of this Contract is **(1) one year** commencing on **January 1, 2019** and will terminate at midnight on **December 31, 2019** ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein **or if SUMMIT DD funding is not available**. The contract can not be terminated by either party for no cause during the (1) one year: If a new Contract has not been executed as of the Termination Date (December 31, 2019), then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until

Akron, Ohio 44308

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

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

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Approved as to Correctness and Form:

By: _____

Printed Name: John J. Trunk

Title: Superintendent

By: _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____

Steve Barry

Sheriff, County of Summit, Ohio

COUNTY OF SUMMIT, OHIO

By: _____

Ilene Shapiro

Date

Executive, County of Summit, Ohio

Approved as to Correctness and Form:

By: _____

Deborah S. Matz, Director

Department of Law

Schedule A

SUMMIT DD

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

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		
	<u>(1/1/19 - 12/31/19)</u>			
2019	\$65.81 X 3,335.20 hours		=	\$ 219,489.51
2019	<u>Vehicle (Annual)</u>			
	(1/1/19 - 12/31/19)			
	\$23,534.00 /3 (1/3 Shift) = \$7,844.67 per shift			
	\$7,844.67 shift X 2 Veh.		=	\$ 15,689.34
	<u>Dispatch (Annual)</u>	(waived)	=	\$ 0.00
	<u>Radios</u>			
	\$240.00 X 2		=	\$ 480.00
2019	Total			\$ 235,658.85 / 12 = \$19,638.24
				Per month
			Total:	*\$235,658.85

*As may be adjusted as provided herein.

Schedule B:

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for maintenance in 2019	Annual maintenance contract and additional repair costs for all HVAC systems	The Board approve the request to enter into contracts and purchases with Gardiner in 2019 for an amount not to exceed \$59,992
SUPPORTING DATA FOR RECOMMENDATION		
<p><i>Total Cost:</i> Not to exceed \$59,992 in 2019</p> <p><i>Summary:</i> Summit DD uses Gardiner to provide routine and emergency maintenance on all the aging HVAC units at all of our facilities.</p> <p>The annual cost for the maintenance contract is \$49,992 for 2019.</p> <p>Summit DD also has \$10,000 budgeted in 2019 for repairs that are outside of the maintenance contract, which includes "non-maintainable parts" such as heat exchangers, ductwork, structural supports, water / steam / drain piping, refrigerant piping and coils, wiring, and replacement of obsolete equipment.</p> <p>This is a high estimate of the out of maintenance amount we may need, and actual costs are likely to be less.</p> <p>The combined costs for the maintenance contract and out of support costs is expected to be a maximum of \$59,992 for all of 2019, which is less than what is allocated in the 2019 budget.</p> <p>It is recommended that the Board approve the request to enter into agreements with Gardiner in 2019 for an amount not to exceed \$59,992.</p>		

Submitted By: Russ DuPlain Date: November 2018
 For: Superintendent/Assistant Superintendent
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee



October 30, 2018

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

SUBJECT: LEVEL THREE SELECT MAINTENANCE AGREEMENT

Dear Mr. Doney:

The below agreements between Summit County Developmental Disabilities Board and Gardiner are scheduled to renew January 1, 2019.

Cost Breakdown Per Location	
Barberton Center	\$7,127.00
Cuyahoga Falls Center	\$7,127.00
Bath Center	\$8,738.00
Tallmadge Center	\$10,286.00
Transportation Department	\$3,817.00
Weaver Learning Center	\$12,897.00
Total Annual Amount	\$49,992.00

Your agreement amount will be: **\$49,992.00** payable in monthly amounts of **\$4,166.00**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge. This agreement can be voided or changed with a 30 day notice from customer.

January 1, 2019 through December 31, 2019

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

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

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

Sincerely,
Gardiner

Jeff Covert

Account Manager
jcovert@whgardiner.com
440-724-6189

Customer Acceptance:

Name _____

Title _____

Date _____ PO# _____

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for support contracts in 2019	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2019 for an amount not to exceed \$67,975

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$67,975 in 2019

Summary:

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.

The annual license cost for Gatekeeper will be \$54,380 in 2019, a 2.8% increase over the 2018 licensing cost.

Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.

The annual license cost for ohioDD.com will be \$8,595 in 2019, a 3% increase over the 2018 licensing cost.

Summit DD also has \$5,000 budgeted in 2019 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are likely to be less.

The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$67,975 for all of 2019, which is allocated in the 2019 budget.

It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2019 for an amount not to exceed \$67,975.

**Recommended for approval by the
November Finance & Facilities Committee.**

Submitted By: Russ DuPlain

Date: November 2018

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



Here is the breakdown for quote on the 2019 annual licensing and maintenance contracts:

OhioDD.Com	\$8,595
<u>Gatekeeper total</u>	<u>\$54,380</u>
Consumer Limit	\$45,937
Modules	\$7,983
Database Server	\$460

Let me know if you need anything else.

Liz

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Hattie Larlham and the Help Foundation for Discovery.	Completion of Discovery Assessments to assist person served in identifying community based outcomes.	Recommend that the Board approve a contract with Hattie Larlham and the Help Foundation for the period of 1/1/19 through 6/30/19 in an amount not to exceed \$60,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Community Supports and Development

of Individuals Currently Served: Since 2016 over 300 Discovery Assessments have been completed.

Additional # of Individuals Served:

Total Cost: \$60,000 per year (\$30,000 per agency)

Amount of Decrease: \$60,000

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

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

In March, 2017 the Ohio Department of Developmental Disabilities introduced a new waiver rule titled Career Planning, which included the provision of discovery assessment services. Throughout 2018, Summit DD has been building provider capacity to be able to offer Discovery services through a series of trainings. Summit DD feels confident that there will be sufficient provider capacity to offer Discovery assessment services without the need for this contract effective July of 2019.

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

Funds are available in the budget.

Submitted By: Drew Williams

Date: November 2018

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



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Hattie Larlham Community Services, with its principal office located at 9772 Diagonal Road, Mantua, Ohio 44255, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) and is limited to the Summit DD'S 2019 appropriation.
- B. Summit DD will provide payment in the sum of Fifteen Thousand and 00/100 (\$15,000.00) upon Contractor's successful completion of its obligations under this Agreement, including but not limited to the completion of Positive Career Profiles, on a quarterly basis within thirty (30) days after invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2019 to June 30, 2019.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Hattie Larlham Community Services
9772 Diagonal Road
Mantua, Ohio 44255

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

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

SIGNATURES

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

PROVIDER:

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
HELP FOUNDATION, INC.**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and HELP Foundation, Inc. , with its principal office located at 26900 Euclid Ave., Euclid, Ohio 44132 hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.

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

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

- T. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- U. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- V. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- W. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- X. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed THIRTY THOUSAND AND 00/100 DOLLARS (\$30,000.00) and is limited to the Summit DD'S 2019 appropriation.
- B. Summit DD will provide payment of Fifteen Thousand and 00/100 (\$15,000.00) upon Contractor's successful completion of its obligations under this Agreement, including but not limited to the completion of Positive Career Profiles, on a quarterly basis within thirty (30) days after invoice from Contractor.

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- A. The term of this Contract shall be from January 1, 2019 to June 30, 2019.
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VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVE

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VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

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

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

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

SIGNATURES

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

PROVIDER:

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

SUMMIT COUNTY DD BOARD
 COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
 FOR THE TEN MONTHS ENDED OCTOBER 31, 2018 AND 2017

	10/31/2018		10/31/2017		YTD % BUDGET REMAINING	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING					
OPERATING REVENUE									
PROPERTY TAXES	\$ 51,456,835	\$ 51,884,883	\$ (428,048)	-0.8% 1	\$ 50,701,798	\$ 51,021,236	\$ (319,438)	-0.6%	
REIMBURSEMENTS	12,301,000	10,475,866	1,825,134	14.8% 2	12,485,745	11,142,493	1,343,252	10.8%	
GRANTS	1,250,000	1,123,786	126,214	10.1%	1,627,402	893,767	733,635	45.1%	
CONTRACT SERVICES	450,000	65,841	384,159	85.4%	157,110	549,315	(392,205)	-249.6%	
REFUNDS	-	24,679	(24,679)	0.0%	-	9,594	(9,594)	0.0%	
OTHER RECEIPTS	86,000	189,756	(103,756)	-120.6% 3	63,243	812,236	(748,993)	-1184.3%	
TOTAL REVENUE	\$ 65,543,835	\$ 63,764,811	\$ 1,779,024	2.7%	\$ 65,035,298	\$ 64,428,641	\$ 606,657	0.9%	
OPERATING EXPENDITURES									
SALARIES	\$ 19,083,932	\$ 14,502,366	\$ 4,581,566	24.0%	\$ 21,676,369	\$ 16,291,608	\$ 5,384,761	24.8%	
EMPLOYEE BENEFITS	8,611,271	5,789,498	2,821,773	32.8%	9,854,803	7,679,756	2,175,047	22.1%	
SUPPLIES	708,020	335,173	372,847	52.7% 4	958,239	513,338	444,901	46.4%	
TRAVEL AND TRAINING	315,350	202,904	112,446	35.7%	336,950	242,612	94,338	28.0%	
DIRECT CONTRACT SERVICES	9,301,833	7,996,479	1,305,354	14.0% 5	8,073,067	7,545,851	527,216	6.5%	
INDIRECT CONTRACT SERVICES	2,198,530	1,227,444	971,086	44.2%	2,226,478	1,798,939	427,539	19.2%	
MEDICAID COSTS	28,410,000	28,504,362	(94,362)	-0.3% 6	25,854,469	21,709,198	4,145,271	16.0%	
UTILITIES	642,925	408,601	234,324	36.4%	612,250	477,029	135,221	22.1%	
RENTALS	23,600	21,431	2,169	9.2%	142,675	119,322	23,353	16.4%	
ADVERTISING	132,000	77,328	54,672	41.4%	132,000	109,505	22,495	17.0%	
OTHER EXPENSES	335,250	296,316	38,934	11.6% 7	363,323	291,915	71,408	19.7%	
EQUIPMENT	342,000	199,876	142,124	41.6%	256,000	153,671	102,329	40.0%	
REAL PROPERTY IMPROVEMENTS	350,000	26,419	323,581	92.5%	818,680	854,703	(36,023)	-4.4%	
TOTAL EXPENDITURES	\$ 70,454,711	\$ 59,588,197	\$ 10,866,514	15.4%	\$ 71,305,303	\$ 57,787,447	\$ 13,517,856	19.0%	
NET REVENUES AND EXPENDITURES	\$ (4,910,876)	\$ 4,176,614			\$ (6,270,005)	\$ 6,641,194			
BEGINNING FUND BALANCE		ACTUAL							
PLUS: REVENUE	\$ 50,547,257	\$ 50,547,257							
LESS: EXPENDITURES	65,543,835	63,764,811							
ENDING FUND BALANCE	(70,454,711)	(59,588,197)							
	\$ 45,636,381	\$ 54,723,871							

Recommended for approval by the
 November Finance & Facilities Committee.

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

An evenly distributed budget remaining for a one month period 8.3%
Evenly distributed budget remaining for two months 16.7%

<u>Revenue:</u>	<u>Current Month</u>
1 Property Taxes:	\$ 2,983,200
2 Reimbursements:	655,500
3 Other Receipts:	19,400
 <u>Expenditures:</u>	
4 Supplies:	\$ 26,300
5 Direct Service Contracts:	18,500
6 Medicaid Costs:	6,514,300
Payments to DODD for the following:	344,900
Quarterly waiver match,	
Quarterly waiver administration fee.	
7 Other Expenses:	28,000

<u>Revenue:</u>	<u>Prior Months</u>
Reimbursements:	\$ 2,828,400
Grants:	244,300
Multi-system Youth Grant reimbursement.	49,900
A DODD grant award of \$249,692 effective 4/16/2018 - 6/30/19 for therapeutic respite and intensive in-home supports to prevent or reduce out-of-home placements and improve outcomes for multi-system youths. This grant was not included in the current budget.	
Contract Services:	
Under-budget due to an unanticipated decrease in waivers allocated for needs of the Children Services Board as children are granted alternative supports.	

Expenditures:

Employee Benefits: Health insurance costs are currently below budget. As a new customer Medical Mutual required a binder payment in 2017 in the amount of \$490,000 which has been credited against 2018 premiums. In addition, due to lower rates and a rebate from the state there will be no workers' compensation cost for 2018.

Supplies: Fuel usage and vehicle repairs are trending low with the transition out of transportation services happening faster than anticipated.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Review of Summit DD's policies	As a result of Summit DD no longer being a provider of direct services effective January 1, 2019, there are a number of policies that are no longer relevant or should be revised.	That the Board approve the deletion and or revision of the attached policies.

SUPPORTING DATA FOR RECOMMENDATION

As a result of Summit DD's transition out of being a provider of direct services, there are a number of policies that will no longer be relevant and can be deleted. In addition, there are policies that require revisions to remove references to Summit DD as a provider of direct services and reflect updated rule and process

Policies recommended for deletion:

3018 Food Services
 3024 Ombudsman Informal Dispute Prevention and Resolution Process
 4000 Prevention of Developmental Delays and Developmental Disabilities – Services and Supports
 4011 Management of Medications
 4013 Crisis Management
 4014 Safety Net
 4015 Length of Program Year
 4028 Absenteeism/Adult Services
 4029 Discharge from Services and Supports
 4030 Capacity for Center Based Adult Services
 4031 Community Employment/Supported Employment
 4032 Accessible Services and Facilities
 4035 Emergency Closing
 4037 Emergency Medical Procedures
 4040 Delegation of Nursing Tasks
 4041 Communicable Diseases/Infection Control
 7000 Transportation Services
 7001 Transportation- Center Based Services
 7002 Transportation Alternative - Public Transportation
 7003 Transportation - Supported Employment
 7004 Passenger Safety
 7005 Use of Oxygen on Bus
 7006 Evacuation Drills - Passenger Vehicle Drivers/Attendants

Submitted By: Drew Williams

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Date: November 1, 2018

Services & Supports Committee

HR/LR Committee

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

Policies recommended for deletion: (continued)

- 7008 Preventative Maintenance Program
- 7009 Vehicle Replacement
- 7010 Vehicle Accidents
- 7012 Emergency Assistance
- 7013 Criteria for Determining the Need for an Attendant on Summit DD Vehicles
- 7014 Use of Service Animals.

Policies recommended for revision:

- 3006 Security: Visitation
- 3008 Security Cameras
- 3012 Title XX
- 4016 Employment First
- 4043 Achieving and Protecting Rights

The recommended revisions to the above five policies make no substantive changes in Board policy and/or direction other than removing references to Summit DD as a service provider.

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

Submitted By: Drew Williams

Date: November 1, 2018

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

3018 - FOOD SERVICES

Summit DD may provide food services as may be appropriate to the needs of individuals served. If provided, food services shall be in accordance with applicable Federal, State and local guidelines.

3024 – OMBUDSMAN INFORMAL DISPUTE PREVENTION AND RESOLUTION PROCESS

The Summit DD Board is committed to the highest standards of customer service in the administration of its policies and procedures affecting both internal and external stakeholders. In support of this commitment, the Agency has established an Ombudsman office available to all individuals served, families, employees, providers and other agency partners. The Ombudsman's objective is to develop a public service culture characterized by fairness, dedication, commitment, openness and accountability.

The Ombudsman function is independent and impartial in its problem solving process, serving as a liaison between the Agency and those affected by its policies, services and processes. The office provides a safe and informal channel open to any stakeholder who wishes to voice their concerns with Summit DD or its ability to meet its Mission. The Ombudsman is charged with identifying trends and patterns confronting the organization, and to provide upward feedback and recommendations when a systemic issue or trend occurs.

The Ombudsman will utilize various conflict resolution processes while working with individuals or organizations to assist them in identifying options for managing or resolving concerns informally as well as facilitating communication between conflicting parties. The Ombudsman will refer individuals to formal dispute resolution processes within the organization, as appropriate. The Ombudsman does not engage in any situation that could create a conflict of interest. This process is intended to complement the formal channels available for dispute resolution, including but not limited to the administrative resolution of complaints process and grievances.

4000 - PREVENTION OF DEVELOPMENTAL DELAYS AND DEVELOPMENTAL DISABILITIES – SERVICES AND SUPPORT

Summit DD, in collaboration with affiliated agencies and organizations, provides a visible community awareness of developmental disabilities through a systematic channel of information and referral. Summit DD supports the definition of prevention as it refers to minimizing the occurrence of and relieving and reducing the effects and consequences associated with developmental disabilities.

It is the ongoing responsibility of Summit DD to coordinate and collaborate with other agencies to promote prevention, awareness and child find activities in the community, to regularly promote the benefits of early intervention in the community, and to provide ongoing information and resources to families regarding the prevention of developmental disabilities.

4011 - MANAGEMENT OF MEDICATIONS

The medication of persons served under Summit DD supervision will be administered by a nurse or qualified Summit DD staff under the following conditions;

1. In accordance with the written directions of the person's attending physician and Summit DD
2. When accompanied by a physician's order and written consent by the individual/ guardian on the Individual's Plan
3. After it has been determined that the individual is unable to self-administer medication or self-administer with assistance.

Summit DD and its employees do not have prescriptive authority and cannot authorize or prescribe medications. The objectives of the medication management program are:

1. To improve the person's well-being and/or functioning through correctly administered medications
2. To insure physician/nurse practitioner ordered medication is given correctly
3. To monitor for potential drug side effects
4. To monitor for and address medication errors
5. Summit DD shall permit the self-administration of medication by individuals

4013 - CRISIS MANAGEMENT

Summit DD is committed to protecting the safety of all people in Board facilities. Summit DD recognizes that, on occasion, an emergency may arise to necessitate crisis management as necessary to ensure a person's immediate health and safety when there is risk of harm.

Standing or as needed programs/interventions for the control of behavior are prohibited, which includes the use of an emergency procedure as the standard response to an individual's behavior. Any use of such programs/interventions are required to have prior approval from appropriate Behavior Support and Human Rights Committees.

Summit DD assures that an on call emergency response system is available twenty-four (24) hours per day seven (7) days per week. This system provides immediate response to unanticipated events for persons served and is operated by Services and Supports Administration Managers and Investigative Agents.

OAC 5123: 2-17-01, 5123: 2-1-11, 5123: 2-2-06
ORC 5123.61
CARF 1.6, 1. H

4014 - SAFETY NET

Summit DD shall provide safety net services to eligible individuals who had been employed in the community, lose their employment, and request safety net services. An eligible individual's request for safety net services shall be reviewed, by the Service and Support Coordinator and the team, on a case by case basis to ensure the person's health and safety in the community.

4015 - LENGTH OF PROGRAM YEAR

All programs operated by Summit DD shall comply with all rules and regulations established by the Ohio Department of Development Disabilities (DODD) as they relate to program year and length of day.

The Adult Services program will be in operation a minimum of 232 days, not including in-service days. The Early Intervention program will operate a minimum of 240 days, not including in-service days. The frequency in which children and families may participate in Early Intervention programs will be determined by the Individual Family Service Plan (IFSP) Team.

All programs will operate on a daily schedule appropriate to the educational, vocational, and habilitative needs of the person served and within available resources. Alterations of normal business and program hours shall be made at the discretion of the Superintendent/designee to address operation, health and safety issues of Summit DD. Hours of operations will be routinely communicated to the public via the currently available or newly developed resources/procedures.

4028 - ABSENTEEISM/ADULT SERVICES

This policy applies to all adult individuals who receive programs or services from the Summit DD. Summit DD believes that in order for habilitation activities to occur in a systematic and beneficial manner the individual needs to receive the services on a regular basis. Regular attendance is critical to the successful and continued growth towards independence, which allows full participation in all life activities.

Individuals receiving core program services are to attend the program as designated in the individual's Individual Service Plan (ISP) and with a regularity of attendance that promotes obtaining their habilitation goals. Individuals absent for extended periods of time or who are frequently absent will have opportunities to re-enter services and supports, otherwise termination from core services and supports will be initiated. All termination notices shall be in compliance with administrative procedures (Due Process).

4029 - DISCHARGE FROM SERVICES AND SUPPORTS

Individuals may request discharge from any Board-funded service or support, or a service provider may recommend discharge. All discharges shall be documented and, unless the individual/guardian has consented to the discharge, the individual will receive due process appeal rights.

All discharges will be planned with the individual/guardian.

Individuals who are discharged from all Board services may request services in the future.

Discharge from Home and Community Based Waiver Services shall comply with applicable Medicaid regulations, in accordance with 5123:2-9-01 and 5123:2-2-01.

OAC 5123: 2-1-12, 5123:2-1-11
ORC 5123.043
CARF 1.K

4030 - CAPACITY FOR CENTER BASED ADULT SERVICES

In order to maintain health and safety; provide effective supports and services; and efficiently manage resources for persons-served, Summit DD shall establish maximum capacities for each Summit DD center-based Adult Services site.

Recognizing the need to ensure flexibility in meeting the needs of persons served, maximum capacities may only be exceeded in unusual circumstances. The Superintendent shall determine when unusual circumstances exist that would require the need to temporarily serve additional individuals at a site. In those instances, the Superintendent will advise the Board that a maximum capacity at a location has been exceeded. The need for doing so will be reviewed, discussed and presented to the Board for formal action at the earliest possible opportunity as determined in consultation between the Superintendent and the Board President.

<u>Centers</u>	<u>Maximum Capacity</u>
Akron Center	120
Barberton Center	75
Coventry Center	55
Cuyahoga Falls Center	75
Ellet Center	75
Potomac Center	55
Southern Center	85
Tallmadge Center	<u>145</u>
Total Capacity	685

The Superintendent and Board will periodically review target and maximum capacities to ensure that they continue to be appropriate to the needs of the individuals being served. It shall remain the intent of the Board that future centers developed by Summit DD be located in communities in proximity to where individuals live and that the space and design of the centers shall continue to be appropriate to the needs of individuals to be served.

4031 - COMMUNITY EMPLOYMENT/SUPPORTED EMPLOYMENT

Summit DD Adult Services shall provide employment services opportunities consistent with the Board Mission Statement for persons eligible for services who require ongoing support, both on and off the job.

It is Summit DD's policy that all employment work sites shall be integrated into the local business community so that individuals have opportunities to interact vocationally, socially, and personally with community work force and supervisors. Individuals shall be placed in employment work sites with full consideration of their expressed interests, job preferences, and aptitudes. Options shall include an array of diversified individual and group employment settings. The size and composition of the work sites shall depend upon employer requirements and the individual's needs.

Employment services shall be rendered in the least restrictive setting possible and be consistent with the individual's Individual Service Plan (ISP).

[Click here to view Community Employment Services Procedures](#)

4032 - ACCESSIBLE SERVICES AND FACILITIES

Summit DD shall provide a safe and accessible work/service environment for persons served, employees and stakeholders and assure that all facilities are ADA compliant.

No person served shall be denied access to, participation in, or benefits of any appropriate treatment, programs, services, or activity because of race, color, national origin, religion, sex, age, or disability. The Summit DD is committed to the removal of attitudinal, architectural, environmental, financial, employment, transportation, and communication barriers.

All buildings owned and operated by Summit DD shall be accessible to persons with disabilities in accordance with all federal, state, and local building codes and regulations governing accessibility. Prior to any architectural renovations, input and recommendations by means of a feasibility study from persons with mobility, visual and/or hearing disabilities shall be conducted and considered.

Agency operations and programs are reviewed on an ongoing basis through several systems, including the Operating Plan, Accessibility Committee, Safety Committee, Facility Analysis Reports, and input from persons served/stakeholders to assure that service and facility barriers for people with disabilities are addressed.

4035 - EMERGENCY CLOSING

In the event that severe weather, natural disaster, damage to the building(s) or other adverse conditions make it necessary to suspend some or all services and supports, the Superintendent shall make such decision in order to insure the health and safety of Summit DD's persons served and staff.

In such cases, Summit DD shall take whatever steps necessary to inform interested parties of a decision for closure.

The Superintendent shall have the authority to delay opening, dismiss early or to close Summit DD, either partially or totally, due to any condition that may pose a threat to the health and safety of Summit DD's persons served and staff.

4037 - EMERGENCY MEDICAL PROCEDURES

There shall be necessary resources, personnel, and procedures to respond to medical emergencies and/or summon additional medical resources necessary to safeguard the health and welfare of individuals enrolled in Summit DD.

Each major program facility operated by Summit DD shall establish and maintain an emergency team to respond to medical emergencies in the facility.

Summit DD will take all reasonable steps to preserve the life and safety of individuals served. If an individual has a medical emergency, staff will take all steps necessary to obtain emergency assistance and to preserve the individual's life until the individual can receive emergency assistance.

4040 - DELEGATION OF NURSING TASKS

Summit DD shall permit trained, qualified Summit DD employees to perform health related activities and delegable nursing tasks in accordance with state laws and procedures. Nursing Services which are to be delegated must be specified in the individual's Individual Service Plan (ISP) and be recommended and supervised by the responsible registered nurse in accordance with applicable state laws and Summit DD procedures.

Health related activities and delegable nursing tasks may be performed at locations/settings as specified in the individual's ISP and as appropriate to the individual's needs.

Summit DD is responsible for the development and implementation of monitoring procedures for the performance of delegated nursing tasks by qualified Summit DD employees.

4041 - COMMUNICABLE DISEASES/INFECTION CONTROL

The nursing supervisor of the facility nurses will be the contact person for Summit DD for infectious diseases control.

The Calico Nursing Supervisor/designee is trained to recognize the common signs of communicable disease or other illness and shall observe each child enrolled in Calico, daily as he/she enters their group.

When any person served is suspected of having a condition that is infectious, the facility nurse shall be notified. The facility nurse shall contact/consult with the nursing supervisor.

The nurse supervisor will consult with the Adult Services Director and with the Summit County Health Department in order to make a decision as to whether the individual shall be isolated by means of program non-attendance. Each communicable disease shall be treated on an individual basis in accordance with standard recommended procedures for dealing with that illness and with consideration of the individual needs of the person served, his/her welfare and rights, including the right of confidentiality, and the protection of other individuals.

Employees shall use standard precautions when handling blood or other potentially infection material and shall receive training on an annual basis in universal precautions and exposure control.

Current information on infectious diseases shall be maintained at a Summit DD facility.

7000 - TRANSPORTATION SERVICES

It is the responsibility of the Summit DD to ensure appropriate transportation in accordance with all applicable state and federal laws, to all persons enrolled in programs operated by the Agency. Above all, this transportation system will provide services to meet the individual needs of each person served based upon available resources.

It is further noted that alternative transportation modes and ancillary services will be available and monitored on an ongoing basis, in order to provide a safe, appropriate, and cost-effective means of transporting persons served.

Summit DD shall seek third party funding whenever possible and practical, to maximize the utilization of resources provided by the local taxpayers and the community. Specific funding source requirements regarding service eligibility and proper documentation will be maintained to support the billing for reimbursement.

7001 - TRANSPORTATION – CENTER BASED SERVICES

Summit DD is committed to ensuring that transportation is available to all eligible individuals who choose to participate in center based services and supports. Individuals are free to choose any willing provider that will transport them to the center of their choice within the funding limits available. Individuals that choose Summit DD as their day service provider and their transportation provider will be transported to the center that is in the closest proximity to their home or is the most accessible for transportation purposes, as determined by the Board. Summit DD will not provide transportation for individuals to attend other Summit DD centers or program sites unless the Superintendent/designee determines that there are mitigating circumstances, as determined by the individuals' service and support team. Transportation, in these cases, will be approved on a case by case basis.

Other exceptions to this policy are for those eligible individuals served:

- 1) whose needs and choices for services and supports can only be met at a single site
- 2) if Summit DD site nearest to where the individual resides is at capacity and the person is requested by the agency to consider the next available nearest location.

When the center that is in the closest proximity to his/her home or is the most accessible for transportation purposes is at capacity and the individual chooses to attend a different center as determined by the Board, the individual will be transferred to the center that is in the closest proximity to their home or is the most accessible for transportation purposes, when another opening is available.

Individuals may attend a center that is not the closest to their home if there is an available opening. They may, however, in the future be subject to reassignment based on capacity levels. If an individual chooses a Summit DD operated center that is not the one closest to their home or the most accessible for transportation services, Summit DD may choose not to be a willing provider of transportation. The individual's Service and Support Administrator (SSA), in collaboration with the individual's service and support team, will assist the individual to obtain alternative transportation in these circumstances. If there is no provider willing to transport the individual to a Summit DD operated center of their choice, then the individual will have to select another provider or another Summit DD operated center for their day services and supports,

7002 - TRANSPORTATION ALTERNATIVE PUBLIC TRANSPORTATION

Public transportation services, as with other services and supports, should provide the opportunity to maximize growth and individual independence. Metro Regional Transit Authority provides generic public transportation services to the citizens of Summit County. Summit DD supports providing assessment, training, support and coordination to encourage and enable the use of this generic public service for individuals who have developmental disabilities.

7003 - TRANSPORTATION – SUPPORTED EMPLOYMENT

Summit DD recognizes that transportation to and from employment is critical to an individual's ability to find and maintain a job. Therefore, Summit DD will work with the individual to identify and support the mode of transportation that will best meet the individual's needs. Individuals are free to choose any qualified and willing transportation provider within the resources available.

It is the intent of Summit DD to assist individuals to find appropriate and desired employment that is within reasonable proximity to where they reside. When they have the choice, individuals are encouraged to select employment which meets their employment goals and desires within the community closest to their home. Individuals may choose among a number of willing transportation providers. Summit DD may or may not be a willing provider of transportation services depending on a number of factors including but not limited to proximity, time of desired service, accessibility for transportation purpose, special needs and availability of other transportation providers. The individual's Service and Support Administrator, in collaboration with the individual's service and support team, will assist the individual to obtain alternative transportation in these circumstances. Transportation options may include; waiver providers, public transportation providers, and Summit DD transportation services, et al.

7004 - PASSENGER SAFETY

Summit DD shall encourage and promote a safe means of transportation for persons served. Vehicle drivers, attendants and substitutes shall have access to appropriate information regarding individuals served to the degree that such information might affect safe transportation and medical well-being while being transported. This information shall be maintained in a confidential manner.

Drivers, attendants and substitutes shall report to their supervisor any circumstance, which they believe may cause an unsafe transportation condition for an individual, other passengers, or staff. The designated supervisor will review the circumstances with the driver to determine if it is safe or unsafe to transport the individual.

7005 - USE OF OXYGEN ON BUS

Oxygen shall be transported on Summit DD vehicles only when it is medically necessary. Oxygen must be transported in a secure container maintained in accordance with the manufacturer's instructions.

7006 - EVACUATION DRILLS – PASSENGER VEHICLE DRIVERS/ATTENDANTS

Emergency Evacuation of Passenger Vehicles

In the interest of safety, all passenger vehicle drivers shall conduct an emergency evacuation drills three (3) times yearly, with each vehicle load of passengers.

Evacuation drills will not be conducted when the temperature drops below 35 degrees or in rain or heavy snow. Whenever possible, at least two (2) evacuation drills will be conducted in the Fall, prior to the onset of severe winter weather.

7008 - PREVENTIVE MAINTENANCE PROGRAM

It shall be the responsibility of the Director of Transportation to monitor and ensure that preventive maintenance services for vehicles owned and/or operated by Summit DD is provided.

1. The Transportation Department will maintain Summit DD owned/operated vehicles in a mechanically safe and operational condition. Maintenance will include, but not be limited to:
 - a) Repairs, as needed;
 - b) Emergency road services;
 - c) Unannounced safety inspections.
2. Preventive maintenance services will be provided on a regularly scheduled basis.
3. The Director of Transportation/designee is responsible for monitoring and scheduling all Summit DD owned and operated vehicles for preventive maintenance services and repairs.
4. The Director of Transportation/designee will further maintain a report of all such services provided in each vehicle's permanent file and shown as an operating cost for each vehicle.

7009 - VEHICLE REPLACEMENT

It is the responsibility of the Summit DD to provide appropriate transportation to all persons enrolled in programs operated by the Board. In order to meet this responsibility, the Agency will provide a transportation system which meets and/or exceeds standards established by the State of Ohio.

In order to provide a safe, appropriate, and cost-effective means of transporting consumers, Summit DD will replace its vehicles as necessary in order to maintain the standards established by State Minimum Standards and cost effectiveness. Replacement of Summit DD vehicles will be determined in accordance with established transportation procedures.

7010 - VEHICLE ACCIDENTS

All accidents or incidents involving a vehicle owned, leased or operated by the Summit DD or a vehicle operated by a Summit DD employee while acting within the scope of employment, which results in or directly contributes to a fatality, injury, or damage to any vehicle or property, shall be reported immediately, regardless of the severity, and regardless of where the accident occurs, (whether county, private, or public property) to the appropriate administrative personnel. Failure to immediately report accident/incident will result in disciplinary action up to and including termination.

7012 - EMERGENCY ASSISTANCE

It is the intent of the Summit DD to provide safe learning, working, transportation, and living conditions for persons served and its staff. Summit DD is willing to assist staff/consumers traveling through Summit County from other County Boards of Developmental Disabilities whenever possible.

7013 - CRITERIA FOR DETERMINING THE NEED FOR AN ATTENDANT ON SUMMIT DD VEHICLES

Attendant placement shall be based on specific individual needs of persons served. Such need(s) may include consideration of:

1. Medical involvement warranting close monitoring;
2. Problems of a behavioral nature warranting charting and/or Individual Service Plan (ISP) program implementation;
3. Assistance with oxygen or special adaptive equipment;
4. Initial evaluation of a new passenger;
5. Non-ambulatory individual transported in a wheelchair/care chair.

These considerations shall be reviewed on a regular basis by the Director of Transportation/designee.

The Director of Transportation/designee may consult with the Service and Support Administrators, pertinent agencies, agency staff, and parents/guardians/caregivers for the purpose of attaining pertinent information in determining the need to place an attendant in a Summit DD vehicle.

7014 - USE OF SERVICE ANIMALS

The Americans with Disabilities Act (ADA) requires that facilities/businesses allow people with disabilities to bring their service animal onto the business premises in whatever areas customers are generally allowed.

Exclusion of any service animal from Summit DD facilities and vehicles can only be accomplished when that animal's behavior poses a direct threat to the health or safety of others. In such situations, the individual with a disability who uses the direct service animal should be offered the option of receiving the service without the service animal present.

3006 - SECURITY: VISITATION

It is the responsibility of Summit DD to provide a safe learning environment for persons served, safe working conditions for its **individuals and** staff and to further provide safeguards that will ensure the confidentiality of persons served enrolled in programs provided by the Summit DD.

~~While it is the intent to safeguard the welfare of Summit DD persons served and staff, it is not Summit DD's intent to unduly restrict visitation by parents, guardians, relatives, friends, affiliated Summit DD staff, or contractor(s)/vendor(s) doing business with Summit DD. Such individuals may visit those parts of Summit DD where persons served are receiving services, as may be requested and/or needed without prior notice, according to administrative procedures.~~

A photo identification badge is mandatory in order to assure a safe and secure work environment. As a means to determine those individuals authorized to be on Summit DD grounds and in facilities, staff shall be issued and required to wear a photo identification badge during working hours. Visitors will be required to wear name identification badges. The badge shall be visible at all times.

3008 - SECURITY CAMERAS

Summit DD is committed to ensuring the safety of individuals, ~~employees,~~ **staff**, visitors, ~~other stakeholders~~ and property. The purpose of this policy is to regulate the use of video camera recordings for safety and security purposes on Summit DD owned and/or operated properties ~~and buses~~.

Video recordings shall be managed in a professional, ethical, and legal manner. Video recordings of individuals shall not be based on race, gender, sexual orientation, national origin, disability, etc. Under no circumstances shall the contents of any captured video recordings be exploited for purposes of profit or commercial publication, nor shall such recordings be distributed unless authorized by the Superintendent or required by applicable law. This policy does not imply or guarantee that video recordings will be monitored in real time.

Video cameras will not be used to monitor employees on a regular basis. Data gathered by video cameras shall not serve as the sole basis for disciplinary action of employees. Any data gathered by a video camera and used in a disciplinary matter may be used by either party to the extent allowed under applicable law. Information obtained through video cameras shall only be released upon authorization by the Superintendent or as required by applicable law. Confidentiality and rights of individuals served shall be protected at all times.

Video recordings of public areas for security purposes are limited to uses that do not violate the "reasonable expectation of privacy." All video recordings shall comply with all federal, state, and local laws addressing issues such as wiretapping/electronic surveillance. At no time will persons other than those designated by the Superintendent have access to the monitors or to the video recordings.

3012 - TITLE XX

The Summit DD shall participate in the Title XX reimbursement program to maximize its revenue.

Under the Title XX reimbursement program, Summit DD shall provide services as outlined and approved in **the Title XX Contract**. Summit DD shall adhere to all proper reporting, billing and documentation criteria outlined in the Title XX Contract, its Assurances and Attachments, including but not limited to the service selection and fee schedule, and associated rate schedules approved by the Ohio Department of Developmental Disabilities (DODD).

These services will be provided "Without Regard to Income" for those individuals that **are eligible for services** ~~meet OEDI/COEDI eligibility criteria for Summit DD.~~

~~If the Individual Service Plan (ISP) suggests that an individual can be reimbursed by other funding sources, but is denied payment, individuals may be transferred to Title XX reimbursement.~~ Eligibility of individuals shall be re-determined **annually as appropriate** during the Individualized Family Service Plan (**IFSP**) or Individual Service Plan (**ISP**) process.

All records supporting claims for Title XX reimbursement shall be made available for any partial or full needs review within a reasonable time following request from the auditing or reviewing authority. All records must be retained for at least seven (7) years following the end of the contract/grant period.

Summit DD shall maintain in each ~~consumer's~~ **individual's** file, the most recent **IFSP or ISP** that substantiates the provision of Title XX services.

4016 - EMPLOYMENT AND COMMUNITY FIRST

The Summit DD Board supports the Employment First Initiative and believes that employment in the general workforce is should be the first and best (preferred) outcome option considered for all working age adults citizens with a intellectual and developmental disability disabilities. It is Summit DD's highest priority to make integrated community employment a real choice for people with developmental disabilities by taking an active role in advocating for and expanding a community focused on a diverse workforce.

The Summit DD Board supports the development of integrated community opportunities in employment and other day supports for all Board eligible individuals. To that end, the Summit DD Board is committed to collaboration and creating and maintaining a competent staff and provider network to support individuals in achieving their goals.

The Summit DD Board supports Person Centered Planning in order to achieve for each individual a path to employment and greater community integration based on the desires and needs of each individual.

The Summit DD Board takes an active role in creating a collaborative landscape with key workforce development agencies, service providers, parents and families, job seekers, youth, school districts and area employers. We work with these partners to identify and share innovative practices and to simplify the processes to support transition planning and employment preparation for people with disabilities. The goal is to secure meaningful work experiences and paid employment as the best vehicle to promote community inclusion.

The Summit DD Board will include in its strategic plan strategies and benchmarks as it evolves toward integrated opportunities for those it supports and continually strive to increase the number of individuals engaged in community employment services.

4043 - ACHIEVING AND PROTECTING RIGHTS

Summit DD affirms the fact that **Individuals** who have a developmental disability are entitled to the same human and civil rights enjoyed by other citizens. These rights are to be affirmed, exercised, protected, and promoted. Further, these rights must not be limited or modified without due process and only to the extent ~~made~~ necessary **to keep people safe when there is a risk of harm or likelihood of legal sanctions, as determined by the individual's team.** ~~by the individual's disability, and only for periods of time that are necessary and appropriate.~~ Persons served **Individuals** should be instructed **assisted** to both understand their rights and represent their own interests to the fullest extent possible; and, where necessary, advocates should be available to help those persons served **individuals** who are unable to represent **advocate** for themselves.

A. **Through the service coordination process,** each **eligible individual** ~~person enrolled in a Summit DD program and his/her family, as appropriate, will be provided, upon entering into the program,~~ a written summary of his/her rights that includes instructions on the exercise of his/her rights.

B. Persons served **Individuals** who are in need of legal assistance to help them in the exercise and protection of their rights, and are unable to otherwise obtain such assistance, will be referred to **other entities for assistance, including but not limited to** the ARC of Summit and Portage Counties Ohio, Western Reserve Legal Services, the Akron Bar Association, Disability Rights Ohio, ~~or the~~ Ohio Department of Developmental Disabilities (DODD), **or the Ohio Rights Commission.** ~~Office of Civil Rights, or other entities as appropriate.~~

C. ~~Summit DD shall not limit or modify the rights of persons served without due process through their interdisciplinary team. Limitations or restrictions that are made necessary by a person served disability shall be reviewed through the interdisciplinary process and written on the person's Individual Service Plan (ISP), in accordance with 5123:2-2-06 and 5123:2-1-11.~~ **Individuals' rights will be limited or modified only when necessary to keep people safe and with prior approval by the Human Rights Committee, in accordance with OAC 5123:2-2-06.**

D. Any violation of the **an individual's** ~~rights of persons served~~ that result in a health and safety concern shall be reported to Summit DD Major Unusual Incident (MUI) Unit and will be investigated as an MUI, in accordance with 5213: 2-17-02.

ORC: 5123.62

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

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Policy 2003 – Health Insurance Opt-Out	Stark County School Council of Government program prohibits waiver programs.	Delete Policy #2003 effective January 1, 2019.
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		

Summit DD is joining the Stark County Schools Council of Governments health plan effective January 1, 2019. Currently Summit DD provides a health insurance opt-out alternative to eligible full-time employees who have no need for additional health insurance coverage during the course of employment. A health insurance opt-out waiver is prohibited by the Stark program. Therefore, Summit DD should delete Policy #2003 – Health Insurance Opt-Out effective January 1, 2019.

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

Submitted By: Lynn Sargi

Date: November 5, 2018

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

2003 - HEALTH INSURANCE OPT-OUT

Summit DD provides a health insurance opt-out alternative to eligible full-time employees who have no need for additional health insurance coverage during the course of employment. Eligible employees who have chosen to opt-out shall receive a monthly cash payment for each month during which participation in a health insurance plan is waived. Eligible employees are required to provide proof of alternative coverage. If two employees are eligible to share family or other coverage, both must decline Summit DD sponsored coverage to receive the payment.

Eligible employees who decline Summit DD sponsored medical insurance plan may enroll during the annual benefits open enrollment period. Access to Summit DD sponsored health insurance plan, other than during the annual benefits open enrollment period, may only be allowed in the event of a qualifying change in status (i.e. marriage, divorce, birth, adoption, etc.) or a lapse in alternative coverage that is not the responsibility of the employee.

A schedule of "opt-out" reimbursement shall be established annually, based upon rates currently in effect and within available Summit DD resources.

MINUTES – combined work session and regular meeting
Thursday, October 25, 2018

Summit County Board of Developmental Disabilities

MINUTES - DRAFT

Thursday, October 25, 2018

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, October 25, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:30 p.m.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

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

I. SUMMIT DD 2019-2021 LONG RANGE PLAN

Summit DD's current Long Range Plan (LRP) expires at the end of 2018. The Plan explains the Board's role in building an all-inclusive community, creating opportunities for every individual. The new three-year LRP will take effect in 2019 and coincides with the Board's final transition from being a direct service provider. This is the first Plan in fifty years where Summit DD won't be a provider of services. The LRP lays the foundation for the next generation of disability services in Summit County and outlines the Board's Mission, Vision and Values and identifies goals of the Agency from 2019-2021. Feedback for the LRP was gathered from parents/guardians, employees, providers, taxpayers, census trends and patterns and review of long term financial models. Language in the LRP was updated to reflect feedback that was received. The Board's Mission was updated to reflect Summit DD's role and responsibility to the individual rather than emphasizing services. The Vision statement was updated to more clearly articulate the vision for the community the Agency serves. The Values were updated to reflect the commitment of Summit DD's employees to people supported, each other and the community.

MINUTES – combined work session and regular meeting
Thursday, October 25, 2018

WORK SESSION *(continued)*

I. SUMMIT DD 2019-2021 LONG RANGE PLAN *(continued)*

The goals identified in the LRP are:

- Ensure quality services while we cultivate opportunities for people to feel included.
 - ✓ Build meaningful relationships with people we support to shape person-centered outcomes
 - ✓ Ignite the community as a natural support
 - ✓ In partnership with our provider community, build a culture in the direct service professional community that is committed to achieving people's outcomes
- Empower an engaged workforce that achieve the best outcomes for people we support.
 - ✓ Foster a culture that reflects our core values
 - ✓ Build work systems that support organizational performance excellence
- Ensuring that our system is sustainable for future generations.
 - ✓ Maximize alternative revenue streams
 - ✓ Ensure that the allocation of local resources are aligned to outcomes that move us closer to our Mission and Vision
 - ✓ Right size our facilities to meet future needs

The 2019-2021 LRP has been recommended for approval by the September HR/LR, Services & Supports and Finance & Facilities Committees.

II. SEPTEMBER FINANCIAL STATEMENTS

The third quarter ended in a positive position of \$9,961,252 at the end of September and a fund balance of \$60,508,509. Revenue for the month included second half tax settlement of \$21,833,000. Expenditures included payments to providers participating in the TANF Summer Youth Program of \$26,900. Fuel usage and vehicle repairs are trending low due to the transition out of transportation services happening faster than anticipated.

The work session adjourned at 5:38 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:38 p.m.

I. BOARD MEMBER CAUCUS

Mrs. Gaugler stated she recently attended a community legal aid event and observed participants at the event commenting positively on the summer youth employment programs offered in Summit County. Some of the people indicated they are going to try and replicate the partnerships and model a program after the programs Summit DD has created. Mr. Trunk commented that Drew Williams and his team have done a fantastic job with the summer youth work programs.

Mrs. Lee mentioned she was at the Children's Services Board (CSB) recently picking up levy information for distribution. CSB's community relations staff was sharing information and commented that CSB got many of their levy campaign ideas from Summit DD and indicated that CSB consulted with Summit DD staff on strategies for running an effective levy campaign, ideas for literature, fundraisers, etc. and indicated many pointers were taken from Summit DD's experiences with successful levy passage.

Mr. Quade shared that Marion County's Developmental Disabilities Board held a kickball game with individuals served and community members. The event brought many people together and it may be something to consider in the future.

II. PUBLIC COMMENT

Leslie Frank, a parent and Summit DD staff, commented that she has had the opportunity to visit a number of provider sites where people have transitioned and will be visiting two additional sites tomorrow. She commented that people seem happy and adjusting very well to the transition. She thanked management for providing this opportunity. Ms. Frank also thanked Lynn Sargi for conducting informational insurance benefits meetings or staff; she believes it will be very helpful. Ms. Frank commented how helpful the IT Department has been troubleshooting various issues. Ms. Frank mentioned a recent article in the Akron Beacon Journal reporting on a community member who educates the public about people with disabilities and using people first language. Mrs. Wilkinson added that she knows the mother referenced in the article and stated she is a wonderful advocate. Mrs. Wilkinson and this mother addressed first year medical students about using people first language and referring to individuals as people and not a diagnosis. It is the sixth time Mrs. Wilkinson has had the opportunity to speak with medical students and she believes it makes a significant impact.

MINUTES – combined work session and regular meeting
Thursday, October 25, 2018

BOARD MEETING (continued)

III. APPROVAL OF MINUTES

A. SEPTEMBER 27, 2018 (combined work session and regular meeting)

RESOLUTION No. 18-10-01

Mrs. Wilkinson moved that the Board approve the minutes of the September 27, 2018 combined work session and regular meeting, as presented in attachment #3. The motion, seconded by Mr. Quade, was unanimously approved.

IV. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. SEPTEMBER FINANCIAL STATEMENTS

RESOLUTION No. 18-10-02

Mrs. Lee moved that the Board approve the September Financial Statements, as presented in attachment #2. The motion, seconded by Mr. Quade, was unanimously approved.

B. SERVICES & SUPPORTS COMMITTEE

1. SUMMIT DD 2019-2021 LONG RANGE PLAN

RESOLUTION No. 18-10-03

Mr. Quade moved that the Board approve Summit DD's 2019-2021 Long Range Plan, as presented in attachment #1. The motion, seconded by Mrs. Ricks, was unanimously approved.

V. SUPERINTENDENT'S REPORT

A. MISCELLANEOUS UPDATES

Mr. Trunk congratulated staff who participated in the All Agency In-Service on October 15th at Quaker Station. Over 60 staff were recognized for their years of service; 6 staff for 20 years, 2 staff with 25 years, and 4 staff with 30 years. This event is a great opportunity for staff to come together.

BOARD MEETING *(continued)*V. SUPERINTENDENT'S REPORT *(continued)*A. MISCELLANEOUS UPDATES *(continued)*

Mr. Trunk mentioned that he met with the Weaver Industries Board at a Retreat and gave a general overview of the system landscape, what the future of the system may look like and discussed the future role of providers.

Mr. Trunk thanked Drew Williams and the Quality Assurance staff and others who have assisted in preparing the Agency for the Ohio Department of Developmental Disabilities (DODD) accreditation review which will occur onsite January 29th, 30th and 31, 2019. The goal is a three-year certification, which is the longest available.

We are pleased to announce that Allyson V. Lee has agreed to serve another term on the Summit DD Board. Mrs. Lee is currently serving in an unexpired term, which ends December 31, 2018. The request for reappointment to a new four-year term has been submitted to Probate Judge Stormer with a response expected in the next few weeks.

Mr. Trunk noted he provided a letter of support for Kent State University's grant that will be based around increasing the health and fitness of people with disabilities using virtual reality technology as a way to increase activity and help people overcome barriers.

At the Ohio Association of County Boards of Developmental Disabilities (OACB) Delegate Assembly in November there will be a resolution related to an increase of annual dues for county board membership. Dues have not been updated since 2007. If the resolution passes, Summit DD will experience an increase in dues effective 2019.

Mr. Trunk stated that DODD Director Martin reported some progress in the Ball v. Kasich lawsuit and it may come to resolution before the end of the year.

Mr. Trunk congratulated Drew Williams and his team for being selected to participate in a provider partnership pilot program intended to enhance and develop best practices for providers across the State of Ohio. DODD recognized Summit DD for the work we have been doing around provider relations and asked us to help develop a prototype to be used in other counties. Mr. Trunk stated he is very proud that Summit County has been selected.

MINUTES – combined work session and regular meeting
Thursday, October 25, 2018

BOARD MEETING *(continued)*

VI. PRESIDENT'S COMMENTS

Mr. Briggs stated this is the last Board Meeting before the election and he encouraged everyone to get out and vote. Remind relatives, friends and everyone you know not to take your right to vote for granted; exercise your right to vote.

VII. EXECUTIVE SESSION

RESOLUTION No. 18-10-04

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

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

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

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

The Board Meeting reconvened at 6:15 p.m.

VII. ADDITIONAL ACTION ITEM

A. EMPLOYMENT CONTRACT EXTENSION – LYNN SARGI

RESOLUTION No. 18-10-05

Mrs. Gaugler moved that the Board approve a contract of employment for Lynn Sargi, Director of Human Resources, for the period February 21, 2019 through February 20, 2021. The motion, seconded by Mr. Dohnal, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:16 p.m.

Denise Ricks, Secretary

September 2018 Executive Summary Dashboard		
	YTD Total	Definition
Total Annual Persons Served	4473	Unduplicated cumulative total of YTD Persons Served. Census line XI
Total Adults	2323	Cumulative total of YTD adults. SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children	2402	Cumulative total of YTD children. EI and ages 3+, SSA Assigned, and school age registry snapshot. Note: Children who become adults during time period are also counted as adults.
Total Waiver	2203	Unduplicated cumulative total of YTD count of individuals receiving a waiver. Census line IVB5
IO	1402	Individuals receiving I/O funding. Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	758	Individuals receiving level 1 funding. Note: if funding changes from Level 1 to IO, person counted in both waiver types
Total Day Array	1865	Unduplicated cumulative total of YTD Persons Served receiving day array services. Census line IIIH6
Waiver funded	1710	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	325	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Total Day Array Service Delivery		
Summit DD	123	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider	1851	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
Total NMT Service Delivery	2000	Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG
Summit DD	62	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1983	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
Total Homemaker Personal Care Supports	1721	Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII
Shared 24/7 sites	233	# of sites individuals receive shared HPC services. Note: this represents congregate community sites
Foster sites (Shared Living)	153	# of Foster Care sites. Note: This includes single and shared Foster care

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

2018 September Census

		Point in Time Snapshot as of 9/30/2018	Cumulative Year to Date	Definitions
I CHILDREN'S SERVICES				
A	1	EARLY INTERVENTION (EI)		
	1	Total EI Children Served Community Based 0-2	572	Developmental specialist assigned
	2	Total EI Children Served Community Based 3-5	423	Developmental specialist assigned
	3	Total EI Child Care Specialist assigned 3-5	0	old children's registry who services
B	1	Child care (Birth to 3)	0	
	1	Paving the Way	0	
	2	Community Child Care - (Community Partnerships for Inclusion)	21	Age Birth - 3, center based, children with delays
	3	Total Children (Birth to 3) (unduplicated count) I.B.1 through I.B.2	21	Age Birth - 3, community partnership for inclusion
	4	Child Care (3 and up)	33	
	1	Paving the Way	0	
	2	Community Child Care - (Community Partnerships for Inclusion)	107	Age 3 and up, center based, children with delays
	3	Total Children ages 3 and up served (unduplicated count) I.C.1 through I.C.3	107	Age 3 and up community partnership for inclusion
	4	TOTAL Children served in EI AND Child Care (unduplicated count) 1. A.1 through I.A.3 plus I.B.3 plus I.C.3	1018	
D	1	TOTAL ENROLLED IN HEAD START (unduplicated count)	N/A	NOT included in Total Lives Touched
E	1	FOUR- AND FIVE-YEAR-OLD SCHOOL-AGE REGISTRY SERVED	0	Eligible children, not assigned to a specific SSA, receiving services as needed and as requested
II ADULT Day Array services				
A	1	Summit DD OPERATED WAIVER FUNDED SERVICE		
	1	Vocational Habilitation	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Day Support	0	Services teach and reinforce concepts related to work
	3	Vocational Habilitation/Day Support	0	Assessment, Personal care, Skill reinforcement
	4	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) II.A.1 through II.A.3	40	Combination of Voc Hab and Day Support
B	1	Summit DD OPERATED LOCALLY FUNDED SERVICE		
	1	Vocational Habilitation	40	Summit DD pays 100% local for individuals not enrolled on Waiver
	2	Day Support	4	Services teach and reinforce concepts related to work
	3	Vocational Habilitation/Day Support	1	Assessment, Personal care, Skill reinforcement
	4	Total Adult Day Array services Locally Funded - Summit DD Operated (unduplicated count) II.B.1 through II.B.3	5	Combination of Voc Hab and Day Support
C	1	TOTAL ADULT Day Array services - Summit DD OPERATED (unduplicated count) II.A.4 plus II.B.4	45	
	1	PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH		
	1	Vocational Habilitation	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Day Support	0	Services teach and reinforce concepts related to work
	3	Vocational Habilitation/Day Support	0	Assessment, Personal care, Skill reinforcement
	4	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) II.C.1 through II.C.3	1433	Combination of Voc Hab and Day Support
D	1	PRIVATE PROVIDER LOCALLY FUNDED SERVICE		
	1	Vocational Habilitation	1433	Summit DD pays 100% local for individuals not enrolled on Waiver
	2	Day Support	93	Services teach and reinforce concepts related to work
	3	Vocational Habilitation/Day Support	117	Assessment, Personal care, Skill reinforcement
	4	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) II.D.1 through II.D.3	0	Combination of Voc Hab and Day Support
	5	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) II.B.5 plus II.D.5	206	
	6	TOTAL ADULT Day Array services (unduplicated count) II.C.4 plus II.D.4	1637	
E	1	Summit DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH	1669	
	1	Supported Employment Enclave	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Supported Employment Community	0	Help people to perform work in a regular employment setting with enhanced supervision
	3	Total Adult Day Array services, Employment - Waiver Funded Summit DD Provided (unduplicated count) II.E.1 through II.E.2	0	Help people to perform work in a regular employment setting with minimal support
F	1	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED		
	1	Supported Employment Enclave	0	Summit DD pays 100% local for individuals not enrolled on Waiver
	2	Supported Employment Community	0	Help people to perform work in a regular employment setting with enhanced supervision
	3	Total Adult Day Array services, Employment - Locally Funded Summit DD Provided (unduplicated count) II.F.1 through II.F.2	0	Help people to perform work in a regular employment setting with minimal support
	4	TOTAL ADULT Day Array services, EMPLOYMENT Summit DD OPERATED (unduplicated count) II.E.3 plus II.F.3	0	
G	1	PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH		
	1	Supported Employment Enclave	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Supported Employment (includes independent workers) Community	53	Help people to perform work in a regular employment setting with enhanced supervision
	3	Total Adult Day Array services, Employment - Waiver Funded Private Provider (unduplicated count) II.G.1 through II.G.2	0	Help people to perform work in a regular employment setting with minimal support
H	1	PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED		
	1	Supported Employment Enclave	53	Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Supported Employment (includes independent workers) Community	69	Help people to perform work in a regular employment setting with enhanced supervision
	3	Total Adult Day Array services, Employment - Locally Funded Private Provider (unduplicated count) II.H.1 through II.H.2	0	Help people to perform work in a regular employment setting with minimal support
	4	TOTAL ADULT Day Array services, EMPLOYMENT PRIVATE PROVIDER (unduplicated count) II.C.3 plus II.H.3	60	
	5	TOTAL ADULT Day Array services, EMPLOYMENT (unduplicated count) II.F.4 plus II.H.4	60	
	6	TOTAL ADULT SERVICES ARRAY (unduplicated count) II.D.6 plus II.H.5	1725	
	7	Total Competitively Employed	TBD	TBD

2018 September Census

		Point in Time Snapshot as of 9/30/2018	Cumulative Year to Date	Definitions
III	SSA ONLY			
A	Children - SSA Assigned	987	1061	Age 6-22 in School, SSA Assigned, No Other Services Provided
B	Adults - SSA Assigned	393	458	Age 22 and over - SSA Assigned, No Other Services Provided
C	TOTAL SSA ONLY (unduplicated count) III.A through III.B	1370	1519	
IV	HOME AND COMMUNITY BASED WAIVERS			
A	I/O WAIVERS			Summit DD contributes 40% Match
1	Number of Waivers requested		15	As requested by Summit DD
2	Number of Waivers ODD awarded	XXX	XXX	as awarded by ODD
3	Number of Waivers Filled	1370	1402	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	457	566	In-Home supports in family home or persons' own residence
5	Foster Homemaker Personal Care	0	0	Person living with care giver not a family member
6	24/7 shared staffing for Homemaker Personal Care Supports	588	634	Person receiving 24x7 paid staff supervision support
B	LEVEL ONE WAIVERS			
1	Number of Waivers requested		40	As requested by Summit DD
2	Number of Waivers ODD awarded	XXX	XXX	as awarded by ODD
3	Number of Waivers Filled	722	758	Waivers in active use
4	Living Independently in community w/ Homemaker Personal Care Supports	325	367	In-Home supports in family home or persons' own residence
C	SELF WAIVERS			
1	Number of Waivers requested	XXX	XXX	Waivers in active use
2	Number of Waivers ODD awarded	59	61	Waivers in active use
3	Number of Waivers Filled	0	0	
D	TOD WAIVERS			
1	TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV.A.3 plus IV.B.3 plus C.3 and D	2149	2203	
V	Summit DD FUNDED SUPPORTED LIVING			
A	Living Independently in community w/ Homemaker Personal Care Supports	120	220	Summit DD pays 100% local for individuals not enrolled on Waiver
B	Foster Homemaker Personal Care	0	3	In-Home supports in family home or persons' own residence
C	24/7 shared staffing for Homemaker Personal Care Supports	3	11	Person living with care giver not a family member
D	TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V.A through V.D	123	229	Person receiving 24x7 paid staff supervision support
VI	INDIVIDUALS LIVING IN AN ICFDD (unduplicated count)	77	84	Cumulative YTD #'s may be duplicated across service categories
VII	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)	54	54	Individuals residing in an intermediate care facility funded by ODJFS, and is an option for persons served
VIII	TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IV A.5.6 IV.B.4, VD.VI.VIII (unduplicated count)	1561	1721	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served
IX	TRANSPORTATION			
A	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	11	54	Transportation to and from Day Array services, Summit DD contributes 40% Match
B	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	5	8	Transportation to and from Day Array services, Summit DD pays 100% local
C	TOTAL NUMBER OF PERSONS SERVED Summit DD OPERATED TRANSPORTATION (unduplicated count) IX.A plus IX.B	16	62	
D	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	1613	1700	Transportation to and from Day Array services, Summit DD contributes 40% Match
E	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	248	358	Transportation to and from Day Array services, Summit DD pays 100% local
F	TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.D plus IX.E	1857	1983	Transportation to and from Day Array services includes Brokerage, Summit DD pays 100% local
G	TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.C plus IX.F	1871	2000	
X	QUALITY OF LIFE ACTIVITIES			
A	Special Olympics			Summit DD pays 100% local
B	Blast	49	462	number of people that participated in year around sports training and athletic competition (duplicate of number of people that participated in Social and Rec. for individuals employed in the community.
C	College For Living	53	514	number of people that attended Educational and Leisure classes offered this quarter.
D	Camp	141	732	number of people that attended summer camp for school-aged students. (reported end of Aug)
E	Family Support Services/Family Engagement Plan	208	208	number of people that were awarded FSS dollars for respite, Adaptive Eqn. or home mod.
F	Other	29	370	
G	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X.A through X.C (unduplicated count)	N/A	N/A	
XI	TOTAL ANNUAL PERSONS SERVED	480	2286	Includes duplicates, NOT included in Total Lives Touched
XII	WAITING LISTS Services Requested or Needed within 12 Months	4046	4473	Cumulative total of YTD Persons Served receiving some type of service or support. SSA Assigned, Calico, Early Intervention, Typically Developing Children, School Age Registry
A	Adult Day Array services	0	0	Waiting for Voc Hab, Day Support, and/or Supported Employment longer than 45 days
B	24/7 shared staffing for Homemaker Personal Care Supports	0	0	Waiting to receive 24 x 7 paid staff supervision support
C	Individual Options Waiver	1558	1558	Waiting for an Individual Options waiver slot
D	Level One Waiver	897	897	Waiting for a Level One waiver slot