

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

# **AGENDA**

Tuesday, December 11, 2018  
Administrative Board Room  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. SUMMIT 2020 QUALITY OF LIFE PROJECT CONTRACT
- II. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL CONTACT – SHARED FUNING POOL

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

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

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

- XII. NOVEMBER FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. NOVEMBER 13, 2018 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. SUMMIT DD 2019 ACTION PLAN
    - 2. DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE
    - 3. NORTH EAST OHIO NETWORK (NEON) CONTRACT – FAMILY ENGAGEMENT PROGRAM
    - 4. ORIANA HOUSE CONTRACT – ALTERNATIVE ENVIRONMENT PROGRAM
    - 5. SUCCESS4KIDZ CONTRACT
    - 6. SUMMIT COUNTY SHERIFF CONTRACT
    - 7. GARDINER CONTRACT
    - 8. PRIMARY SOLUTIONS CONTRACT
    - 9. DISCOVERY CONTRACTS: HATTIE LARLHAM AND HELP FOUNDATION
    - 10. NOVEMBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
  - A. NOMINATING COMMITTEE
- IX. EXECUTIVE SESSION
- X. ADJOURN

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Inter-governmental Agreement for the Summit 2020 Quality of Life Project	Collaboration between Summit County Department of Job and Family Services (SCDJFS) and nonprofit health and social services providers to serve the most vulnerable citizens of Summit County	The Board renew its funding support for two years for Summit 2020 Project from January 1, 2019 through December 31, 2020, for a total amount not to exceed \$65,000.

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

This contract is managed by Summit County Combined General Health District with SCDJFS, Summit DD, Summit County ADM Board and Summit County Children's Services, sharing equally in the cost of the Agreement. This Agreement has been in operation since 2002 and has focused on these primary indicators and initiatives:

1. Economic stability and prosperity
2. Early childhood
3. Older adults
4. Health and health disparities
5. Government efficiencies and effectiveness

Project goals include:

- Collecting data for 22 indicators to measure the quality of health and social services in Summit County
- Developing plans and goals to improve the quality of services as measured by these 22 indicators
- Implementing plans to strengthen public health and social service infrastructure
- Strengthening collaborations between public health and social service providers and systems

It will be a priority of the directors of the three levy funded agencies (SCDD, ADM, SCCSB) to integrate more agency priorities into the Summit 2020 Plan and to assure that the Plan reflects more initiatives of those agencies.

Summit 2020 is a priority of County Executive Ilene Shapiro with oversight of the project delegated to the Social Services Advisory Board (SSAB).

Funds are available in the budget to cover the Board's share of this contract.

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

Submitted By: John Trunk

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

Date: December 2018

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

**INTERGOVERNMENTAL AGREEMENT FOR  
SUMMIT 2020 QUALITY OF LIFE PROJECT**

**Summit County Combined General Health District**

**Summit County Children Services**

**County of Summit Board of Developmental Disabilities**

**County of Summit Alcohol, Drug Addiction and Mental  
Health Services Board**

**Effective Date: January 1, 2019 – December 31, 2020**

**Total Agreement Amount: \$260,000.00**

**Agreement Amount for Each Party (excluding SCPH): \$65,000.00**

## **Intergovernmental Agreement**

### **Between**

**County of Summit, through the County of Summit Department of Job and Family Services  
Summit County Combined General Health District  
Summit County Children Services  
County of Summit Board of Developmental Disabilities  
County of Summit Alcohol, Drug Addiction and Mental Health Services Board**

### **Summit 2020 Quality of Life Project**

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This Intergovernmental Agreement ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the County of Summit through the **County of Summit Department of Job and Family Services** ("County"), 175 S. Main St., Akron, OH 44308, **Summit County Combined General Health District** ("Health District"), 1867 W. Market St., Akron, OH 44313, **Summit County Children Services Board** ("SCCS"), 264 S. Arlington St., Akron, OH 44306, **County of Summit Board of Developmental Disabilities** ("DD Board"), 89 E. Howe Road, Tallmadge, OH 44278 and **County of Summit Alcohol, Drug Addiction and Mental Health Services Board** ("ADM"), 1867 W. Market St. Ste. B2, Akron, OH 44313.

Whereas, from 2002 to 2010, the Summit County Social Services Advisory Board ("SSAB") has operated the Summit 2010 Quality of Life Project, with the aim of building collaboration between hundreds of public and nonprofit health and social service providers to assure that the needs of the most vulnerable citizens of Summit County are addressed consistently, professionally and effectively; and

Whereas, from 2002 to 2010, the Summit 2010 Quality of Life Project collected data for 20 indicators of health and social service quality in Summit County, developed plans and goals to improve these 20 indicators, implemented those plans to strengthen the public health and social service infrastructure and formed collaborations between the major public health and social services providers and systems in order to increase the effectiveness of services they deliver; and

Whereas, from 2002 to 2010, the County first hired a consultant to manage the 2010 Quality of Life Project, with each party to this Agreement sharing in the cost of said consultant, and the Health District subsequently assumed the responsibility for managing the project in 2009 and 2010; and

Whereas, as the manager of the Summit 2010 Quality of Life Project, the Health Department is compensated by the other parties to this Agreement, and also contributes in-kind services to the project; and

Whereas, the parties have determined that the Summit 2010 Quality of Life Project is beneficial to the major objectives of each party, assists each party in improving services to and

quality of life of the parties' respective clientele and addresses the health, social and quality of life issues facing Summit County; and

Whereas, the parties have determined that it is beneficial to each of them and the County as a whole to continue the Summit 2010 Quality of Life Project for the next decade and to rename the project the Summit 2020 Quality of Life Project; and

Whereas, the accomplishments of the Summit 2020 Quality of Life Project from 2017 to 2018 are attached hereto as Attachment E and

Whereas, the Health District desires to continue to manage, and the other parties desire the Health District to continue to manage, the Summit 2020 Quality of Life Project, pursuant to the Scope of Work attached hereto as Attachment C; and

Whereas, the primary objective of the 2020 Quality of Life Project will be to develop and implement initiatives in five main areas to improve public health and social service delivery: (i) Economic Stability and Prosperity, (ii) Early Childhood (First Things First), (iii) Older Adults, (iv) Health and Health Disparities, and (v) Government Efficiency and Effectiveness; and

Whereas, to further these goals, the parties have identified a set of indicators and goals that are aligned with the Wisconsin County Health Rankings Model Structure, copies of which are attached hereto as Attachment A and B and

Whereas, the parties desire to enter into this Agreement to continue the Summit 2020 Quality of Life Project, to provide for the management of the same by the Health District, and to set forth the funding necessary to continue the project for the period January 1, 2019 through December 31, 2020.

Now, therefore, in consideration of the mutual premises and covenants hereinafter set forth, the parties hereby agree as follows:

1. Services and Deliverables. County, SCCS, DD Board and ADM are purchasing, and the Health District shall deliver performance of, the services outlined on, and in accordance with, the scope of services set forth on Attachment C.
2. Term. The term of this Agreement shall be January 1, 2019 through December 31, 2020, unless terminated as provided herein.
3. Compensation. The County shall pay the Health District a sum not to exceed \$260,000.00 for all services satisfactorily performed under this Agreement. Said compensation shall pay for the personnel costs for the Project Coordinator, Epidemiology/Statistical/Mapping Staff Member, Project Staff, expenses, contracts and other costs as set forth on Attachment D, attached hereto and incorporated herein by reference. Additionally, the parties acknowledge that the sum of \$41,493, which was previously funded by the parties and remains as a carryover on hand with the County, may be paid to the Health District upon services rendered.

For all other sums to be paid to the Health District including the non-personnel costs identified on Attachment D and the carry-over funds identified above, County shall reimburse the Health District up to the amounts so stated, upon the Health District incurring necessary expenses and providing a request in writing to the County. County shall make payment within thirty (30) days of receipt of said request for payment.

The above compensation shall be the total compensation due to the Health District from all parties to this Agreement for the services to be rendered by the Health District, including any subcontracts entered into by the Health District for the performance of those services.

In addition to the compensation set forth above, the Health District agrees to contribute at no cost to the parties of this Agreement additional in-kind services in the amount of \$77,113 per calendar year, in the form of an additional 14 hours per week of work on the project by the Health Commissioner.

4. Allocation of Health District Costs Between the Parties. The parties hereby agree that each shall be responsible for the payment of the following share of the Health Department's costs for the period of January 1, 2019 through December 31, 2020:

<u>Party Name</u>	<u>Percentage Share</u>	<u>1/1/19-12/31/20 Amt.</u>
County	25%	\$65,000.00
SCCS	25%	\$65,000.00
DD Board	25%	\$65,000.00
ADM	25%	\$65,000.00
Total	100%	\$260,000.00

ADM, DD Board and SCCS shall pay to the County each party's share in the amount set forth above, no later than fifteen (15) days of the execution of this Agreement. County shall allocate those funds, as well as the County's share, in a separate fund from which the payments set forth in Section 3, above, shall be paid to the Health District. In the event there is any unused balance in said fund upon the completion of this Agreement, said funds shall be remitted in equal shares to the County, ADM, DD Board and SCCS, unless otherwise agreed in writing by the parties.

5. Additional Subcontracts. The Health District shall obtain the written consent of the County prior to entering into any subcontract for services necessary to perform its obligations under this Agreement.
6. Reports and Records. Health District shall maintain and provide to County upon demand the following reports and records:
- Accounting and fiscal records adequate to enable the County or the State of Ohio or any duly-appointed law enforcement agency to audit and otherwise verify that funds provided under this Agreement are used for the purpose stated in this Agreement.



- b. Other reports and records as required by the County to enable County to comply with local, state and federal statutes and regulations.
7. Termination. The County may terminate this Agreement immediately upon written notice to all parties. Upon termination of this Agreement, Health District shall immediately cease all activities relating to this Agreement and deliver to the County all work in progress, all property of the County and all information and other materials received or developed under this Agreement. At the County's request, the Health District shall also assist County in efficiently transitioning the Project to any new party who is selected to continue the Project. County shall compensate Health District, at cost, for any services performed in the transitioning of the Project. Health District shall reimburse County for all unspent funds and an unspent prorated share of any funds paid to the Health District for the entire contract term. County shall evenly distribute any funds received under this Section to the County, ADM, DD Board and SCCS.
8. Amendment or Modification. This Agreement may be amended or modified by the parties provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing and signed by a duly authorized representative of each party.
9. Integration. This Agreement represents the entire and integrated Agreement between the parties for the term specified herein. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.
10. Capacity to Execute. Each party hereby certifies that all actions necessary to execute this Agreement were taken and that the person executing this Agreement is authorized to do so and has the power to bind his or her respective party to the terms and conditions contained herein.
11. Compliance with Applicable Laws. Each party agrees to comply with all applicable federal, state and local laws, orders, rules and regulations in its performance under this Agreement.
12. Waiver. The remedies contained in this Agreement shall be cumulative and additional to any remedies provided in law or equity. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other provision.
13. Relationship of Parties. The parties agree that at no time shall the relationship between the parties under this Agreement be construed, held out or considered a joint venture, principal-agent or employer-employee.
14. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws. Any litigation arising under this Agreement must be litigated



in the Akron Municipal Court or the Summit County Court of Common Pleas, and each party submits to the jurisdiction and venue of those courts.

15. Execution in Counterparts. This Agreement may be executed in counterparts by the parties, and shall be effective on the latest date a counterpart is executed by a party.

IN WITNESS WHEREOF, the parties hereby sign this Agreement effective as of the date first written above.

COUNTY OF SUMMIT, OHIO

\_\_\_\_\_  
Ilene Shapiro, Executive Date

Approved as to form and correctness:

\_\_\_\_\_  
Deborah S. Matz Date  
Director, Department of Law

COUNTY OF SUMMIT DEPARTMENT OF JOB  
AND FAMILY SERVICES

\_\_\_\_\_  
Terri Burns, Director Date

Approved as to form and correctness:

\_\_\_\_\_  
Anita Davis Date  
CSDJFS Legal Counsel

SUMMIT COUNTY COMBINED GENERAL  
HEALTH DISTRICT

\_\_\_\_\_  
Donna Skoda, Health Commissioner Date

Approved as to form and correctness:

\_\_\_\_\_  
Legal Counsel Date

SUMMIT COUNTY CHILDREN SERVICES  
BOARD

\_\_\_\_\_  
Julie Barnes, Executive Director

\_\_\_\_\_  
Date

Approved as to form and correctness:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

COUNTY OF SUMMIT BOARD OF  
DEVELOPMENTAL DISABILITIES

\_\_\_\_\_  
John Trunk, Superintendent

\_\_\_\_\_  
Date

Approved as to form and correctness:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

COUNTY OF SUMMIT ALCOHOL, DRUG  
ADDICTION AND MENTAL HEALTH  
SERVICES BOARD

\_\_\_\_\_  
Jerry Craig, Executive Director

\_\_\_\_\_  
Date

Approved as to form and correctness:

\_\_\_\_\_  
Legal Counsel

\_\_\_\_\_  
Date

## **EXHIBIT “A”**

## **Long Term Project Goals**

### **Initiative 1: Economic Stability and Prosperity:**

- Decrease the proportion of people living below the official poverty line from 15.8% to 7.8%.
- Decrease the proportion of African-Americans living below the poverty line from 37.9% to 7.8%.
- Reduce unemployment from its 2012 rate of 9.7% to 6.0%
- Increase the proportion of people aged 25 and over who have a 2-year or greater degree from 37.2% to 45.0%
- Increase the county's high school graduation rate from 83.9% to 90.0%
- Increase the percentage of 3<sup>rd</sup> graders scoring "Proficient" or above on the 3<sup>rd</sup> grade reading proficiency test from 59.5% to 80.0%
- Increase housing affordability, reducing the proportion of households spending more than 30% of their incomes on housing from 30.6% to 22.7%
- Reduce the violent crime arrest rate (no county-wide goal set)

### **Initiative 2: Early Childhood:**

- Increase the percent of children receiving immunizations by their second birthdays from 68.8% to 90.0%
- Reduce the percent of children in need of protective services from 17.2 per 1,000 children to 12.3 per 1,000 children
- Reduce the percent of children who age out of foster care from 31.6% of those in permanent custody to 24.7% of those in permanent custody

### **Initiative 3: Older Adults:**

- Reduce the incidence of elder abuse and neglect from 12.7 per 1,000 persons age 60 or older to 6.0 per 1,000 persons age 60 or older

### **Initiative 4: Health and Health Disparities:**

- Increase the percent of pregnant women receiving first trimester prenatal care from 74.8% to 90.0%
- Decrease the African-American teen birth rate from 45.8 per 1,000 to 26.8 per 1,000
- Decrease the percent of individuals without health insurance from 13.9% to 11.0%
- Decrease the percent of persons who say they are in fair or poor health from 14.5% to 10.0%
- Decrease the percent of persons with a BMI of 29.9 or higher from 22.1% to 19.9%
- Reduce the rate of Years of Potential Life Lost from All Causes from 7,737 per 100,000 to 5,317 per 100,000

### **Initiative 5: Government Efficiency and Effectiveness:**

- Maintain the goal of zero Financial Condition Indicators showing "warning trends" for the ADM board
- Maintain the goal of zero Financial Condition Indicators showing "warning trends" for the DD board
- Maintain the goal of zero Financial Condition Indicators showing "warning trends" for SCCS

## **EXHIBIT “B”**

## Summit 2020 Priority Indicators

### Initiative / Indicator

#### I. Economic Stability and Prosperity

- 1 Poverty Rate \*
- 2 African-American Poverty Rate \*
- 3 Unemployment Rate
- 4 Percent of Persons Age 25+ With a 2-Year or Greater Degree
- 5 Public High School Longitudinal Graduation Rate
- 6 Percent of 3rd Graders Scoring "Proficient" or Above on the 3rd Grade Reading Test
- 7 Percent of Households Paying More than 30 percent of Income on Housing
- 8 Percent of Households Receiving Food Stamps
- 9 Violent crime arrest rate per 100,000 population

#### II. Early Childhood \*\*

- 10 Percent of Children Receiving Immunizations by Their Second Birthdays
- 11 Number of Children In Need of Protective Services (CHIPS) per 1,000 children
- 12 Number of Children Who Age Out of Foster Care per 1,000 children

#### III. Older Adults

- 13 Elder Abuse, Neglect, Self-Neglect, or Exploitation Referrals per 1,000 seniors

#### IV. Health and Health Disparities

- 14 Percent of Pregnant Women Receiving First Trimester Prenatal Care
- 15 African-American Teen Birth Rate
- 16 Percent of Persons Age 18-64 Who Have Health Insurance
- 17 Percent of Persons Age 18-64 Who Say They Are In Fair or Poor Health
- 18 Percent of Persons Age 18-64 With A BMI in the "Obese" Category
- 19 Years of Potential Life Lost

#### V. Government Efficiency and Effectiveness

- 20 Percent of ADM Financial Condition Indicators showing "warning trends"
- 21 Percent of DD Board Financial Condition Indicators showing "warning trends"
- 22 Percent of SCCS Financial Condition Indicators showing "warning trends"

\* While only the overall poverty rates will be tracked as the "official" poverty indicators, we will continue to track and report on poverty for critical subgroups such as children, seniors, and single heads-of-households as appropriate.

\*\* As with poverty rates, while these three indicators will be the "official" Summit 2020 priority indicators, project staff will be reporting on a series of early childhood indicators as part of the county's First Things First initiative.

## **EXHIBIT “C”**





This contract would begin January 1, 2019 and end December 31, 2020 and is not to exceed \$260,000.00 for two years.

**1. Facilitate the continuity of Summit 2020: A Quality of Life Project initiatives - Project staff will continue to facilitate and/or provide support to the main five initiatives:**

- a. *Early Childhood/ First Things First*- The purpose of this initiative is to develop and implement a comprehensive plan to enhance the early childhood service-delivery system in Summit County. This comprehensive plan will guide acquisition and allocation of resources, integrate new information from research and local experts, set priorities with performance indicators that can be tracked and measured, align local efforts with state initiatives, and build a common community commitment to early care and education. First Things First currently aligns work within the following areas:
  - i. Early Care and Education
  - ii. Family Wellness
  - iii. Professional Development
- b. *Older Adults* - The purpose of this initiative is to develop and implement a comprehensive plan to advocate and build support for change benefiting older adults at the local, state, and national level. Additionally, this initiative develops programming to optimize the self-sufficiency and independence of all our older citizens, with an emphasis on alleviating of poverty, reducing the incidence of elder abuse / neglect, and maintaining senior health.
  - i. Senior Independent Living Coalition
  - ii. Adult Protective Services
  - iii. Volunteer Guardian Program
- c. *Health and Health Disparities* - The purpose of this initiative is to develop and implement a comprehensive plan to promote improved health and reduce health disparities for all Summit County residents. The plan will address such critical, longstanding issues as the cost of and access to health care and medications, coordination of care and/or case management (particularly among those with both behavioral health and physical health issues), as well as individual behaviors that erode the health of the population as a whole. An integral part of this plan will be the construction of a county health assessment system largely based on the University of Wisconsin Population Health Institute's county health rankings reports (a system which relies primarily on well-established social determinants of health to provide insight into the long-term health prospects of communities).
  - i. Youth Violence Prevention

- ii. Worksite Wellness
    - iii. Translation Services Task Force
  - d. *Economic Stability and Prosperity* - The purpose of this initiative is to develop and implement a comprehensive plan to promote the economic stability and prosperity of all Summit County residents, particularly those of working age and their families. This plan will utilize cutting-edge approaches to address long-term, systemic problems that undercut stability and prosperity such as poverty, educational attainment, housing affordability and foreclosures, employment and retraining, and basic financial literacy. This initiative will also promote stability and prosperity by addressing issues unique to special populations such as ex-offender re-entry and children aging out of the foster care system.
    - i. Income Education Workforce Development Committee
    - ii. LARC Project
  - e. *Government Efficiency and Effectiveness* - The purpose of this initiative is to strengthen collaboration between the county's major public health and social service systems, and the effectiveness of services they finance or deliver. To fulfill this purpose, this initiative will facilitate the development and implementation by various county agencies and non-profit service providers of a system that links providers in multiple organizations and specialties. These links will help create efficiencies, time and cost savings for both referral initiators and responders, thereby improving the quality of client and patient care. In addition, this initiative will promote increased accountability by the three levy-funded agencies (Summit County Children Services, Summit County Developmental Disabilities Board, and the Summit County Alcohol, Drug, and Mental Health Board). This purpose will be accomplished by providing increased support for the SSAB's Budget and Levy Review Committee
    - i. Levy Funded Agency Financial Condition Report
2. **Staff will convene the Board to conduct a strategic planning session to analyze the Summit 2020 indicators, assess progress in meeting identified goals, and set new targets for Summit 2030.**
3. **Project staff will continue to update data made available to the public and community partners. Staff will also support ad hoc data requests relative to the missions of the three levy-funded agencies.**
- a. Summit County Birth Data Brief
  - b. Summit County Death Data Brief
  - c. Summit County Overdose Data Brief
  - d. Summit County Birth Data Dashboard
  - e. Summit County Mortality Data Dashboard
  - f. Summit County Drug Overdose Emergency Department Visit Dashboard
  - g. Summit County Municipality Profile Dashboard
  - h. Alcohol-related Mortality Dashboard
  - i. Overdose Morality Dashboard

- j. Opiate Epidemic Story Map
  - k. Social Determinants of Health Story Map
  - l. Summit County Asset Map
- 4. Staff will continue to monitor the progress of initiatives created through various partner networks to reduce duplication of services and increase knowledge regarding the work of the community. Staff will remain active through participation on the following steering committees and workgroups.**
- a. Addiction Leadership Council
  - b. Akron Summit Community Reinvestment Coalition
  - c. Akron Children's Community Health Needs Assessment Steering Committee
  - d. Cleveland Clinic Akron General Community Advisory Group
  - e. EMA – Summit County
  - f. Employers for Health Consortium
  - g. Fairlawn Safety Committee
  - h. Opiate Task Force
  - i. Refugee Task Force
  - j. Summit Coalition for Community Health Improvement
  - k. Summit County Better Birth Outcomes
- 5. Staff will continue to identify health priorities in Summit County and coordinate action to improve population health and promote health equity. Staff will convene community partners to develop, coordinate, implement and monitor strategies regarding the following priority areas:**
- a. Adolescent health
  - b. Aging population
  - c. Chronic disease prevention
  - d. Maternal and infant health
  - e. Mental health and addiction
- 6. Staff will identify opportunities to encourage decision-makers to incorporate health into policy, planning and strategy development. Policy strategies include:**
- a. Health in All Policies
  - b. Complete Streets
  - c. T21
  - d. Housing policy

## **EXHIBIT “D”**

## Quality of Life 2019 Budget Personnel Costs

	Total Salary	PERS	Medicare	WkComp	Health	Life	Total Salary & Fringe
Richard Marountas	\$ 14,719	\$ 2,061	\$ 213	\$ 294	\$ 1,318	\$ 4	\$ 18,610
Elizabeth Foster	\$ 57,813	\$ 8,094	\$ 838	\$ 1,156	\$ 17,748	\$ 19	\$ 85,668
Craig Thompson	\$ 3,147	\$ 441	\$ 46	\$ 63	\$ 887	\$ 1	\$ 4,584
	\$ 75,679	\$ 10,595	\$ 1,097	\$ 1,514	\$ 19,953	\$ 24	\$ 108,862
<b>Salaries &amp; Benefits</b>							<b>\$108,862</b>

### Non Personnel Costs

	2019 Budget	2018 Carry Over (Projected)	Total
Travel	\$ 3,000		\$ 3,000
Meeting Expenses	\$ 5,000	\$ 3,000	\$ 8,000
Printing	\$ 3,000	\$ 4,000	\$ 7,000
Supplies Misc.	\$ 3,000		\$ 3,000
Contracts Misc.	\$ 7,138	\$ 34,493	\$ 41,631
	<b>\$ 21,138</b>	<b>\$ 41,493</b>	<b>\$ 62,631</b>

### Budget Justification:

#### Salary and Benefits:

The project supports the salary and benefits for Elizabeth Foster – Project Coordinator 100% (\$85,668) plus two days in-kind for Donna Skoda (\$77,113), Rich Marountas – Chief Epidemiologist 20% (\$18,610) and Craig Thompson - Fiscal Agent 5% (\$4,584).

**Salary and Benefits total: \$108,862**

#### Non-personnel Costs:

Travel for staff: \$3,000 local and state wide travel

Meeting Expenses: \$8,000 for local planning meetings for each initiative and the annual State of the County's Health program

Printing: \$7,000 Supplying printed resources and electronic formats for general distribution of materials

Supplies: \$3,000 Misc. supplies to support the project and initiative development

Contracts: \$41,631 for contracts that need to be implemented to assist with each of the initiatives as they are developed

**Total Non-personnel: \$62,631**

**TOTAL**

**\$171,493**

## **EXHIBIT “E”**

## Key Accomplishments of the Summit 2020 Project, 2003-2018

Since its inception, the Summit 2020 project has helped the community improve the coordination of its health and human service delivery. This has been achieved through the project's creation of consensus around a shared set of goals for improving economic, health and social conditions in the community which foundations, not-for-profits, faith-based organizations and government agencies have all committed to.

In addition, the Summit 2020 project has always relied on existing initiatives and plans to accomplish community goals whenever possible, rather than trying to duplicate existing efforts and compete for resources already committed to a given task. Where appropriate, the project tries to bring new resources to bear in order to further community priorities and initiatives.

Below is a list of the key accomplishments of the Summit 2020 project to date:

- Creation of a series of plans designed to improve health and social conditions, including:
  - Workforce Development and Economic Opportunity Plan.
  - Partnership for Success Plan (juvenile justice and delinquency prevention)
  - Three Targeted Neighborhood Strategic Plans (Barberton, Buchtel, Lakemore).
  - Comprehensive Health and Social Services Plan.
  - Senior Independent Living Coalition Strategic Plan
  - First Things First (the county's first comprehensive early childhood plan).
  - Updated Community Health Improvement Plan (CHIP) in 2015
  - Developed a new Community Health Improvement Plan in 2017
  - First Things First Strategic Plan in 2017
  - Youth Violence Prevention Strategic Plan in 2018
- Developed a series of databases and reports to analyze economic, health, and social conditions in Summit County and its neighborhoods and communities on a regular basis. These reports, used regularly by public and non-profit service providers for both daily operations and grant funding, include:
  - The 2003 Environmental Scan, which provided a detailed economic, health and social condition assessment of Summit County and its communities.
  - The 2008 Ohio Family Health Survey, which provided critical information about the health and health insurance status of Summit County residents.
  - The 2008 Behavioral Risk Factor Surveillance Survey, which provided a comprehensive look at health risk behaviors of Summit County residents.



## Attachment E

- The 2014 Youth Risk Behavior Survey, which provided a comprehensive look at health risk behaviors of Summit County middle and high school students.
- Planned and began implementation of the 2018 Youth Risk Behavior Survey
- Creation of a comprehensive database of birth and death records from 1990-2008. These records provide vital information on maternal and child health conditions, as well as causes of death that are being used to analyze health conditions of the general population of the county.
- Release of six regular progress reports to date (2007, 2009, 2011, 2013, 2015 and 2018) to update the community on progress on the project's 20 priority indicators.
- Development of a Charitable Funding Database and associated report in 2006 which includes dollar amounts of local charitable funding invested in the county and the subject areas which were funded (i.e., education, human services, youth development...).
- Development of an inventory of early childhood services and service providers as part of the First Things First initiative. This inventory includes detailed cluster-by-cluster maps showing location of service providers and relevant demographic information.
- Developed a Financial Condition Indicators report and associated database (2009-2018) to help SSAB's Budget and Levy Review Committee analyze the annual budgets of the county's three levy-funded agencies.
- Release of a Health and Health Disparities report in 2015 which provides a broad overview of key indicators of population health examines important disparities.
- Conducted a cost analysis on translation services among Summit County's large public institutions.
- Creation of a Birth Data Dashboard, Mortality Data Dashboard, Drug Overdose Emergency Department Visit Dashboard, all of which are publicly available on the Summit County Public Health website.
- Developed Vital Statistics Brief report series which provide citizens of Summit County with regular updates on death, life expectancy, maternal and infant health, birth outcomes and infant mortality.
- Release of Drug Overdose Data Brief in response to rapid rise of opiate overdoses during 2016.
- Developed a Resource Map utilizing Infoline data to identify community resources, overlaid with social and economic factors such as education, employment, poverty etc.
- Collaborated with several community partners to establish the Summit County Reentry Network (SCRN) and the hiring of a Re-Entry Coordinator to coordinate the county's services to ex-offenders returning to the community.
- In collaboration with the Alcohol, Drug, and Mental Health Board of Summit County and other partners in the First Things First initiative, helped establish the Maternal Depression Network to help pregnant women and mothers of young children suffering from maternal depression.

## Attachment E

- Hired Maternal Depression Network Coordinator to work with member agencies to facilitate referrals, educated on Maternal Depression and promote services available.
- In collaboration with the Summit County Board of Developmental Disabilities, the First Things First Special Needs and Early Intervention Committee, and the First Things First Behavioral Health Committee, implemented a plan to expand the use of the Ages and Stages Questionnaire (ASQ-3 developmental assessment and the ASQ-SE social-emotional assessment) in Summit County daycare establishments. This effort also includes on-line assessments, giving all Summit County parents access to these important screening tools for their young children.
- The First Things First Family Supports Committee has hosted three community baby showers and three professional development seminars.
- Participation in the Summit County Children Services *Emancipation Task Force*.
- Participation in the Summit County Children Services Umbrella Project to provide educational and employment resources to Summit County's at risk and homeless youth.
- Launched the Bridges out of Poverty program, an anti-poverty effort, and hired a coordinator for the program with the support of a coalition of government agencies and philanthropic funders. Children who age out of foster care are one of the targeted groups.
  - Established Healthier Buckeye Council in 2015 to facilitate application for grant funds to support Bridges and Getting Ahead initiatives.
- Development of LARC pilot program in which referral protocols are implemented to put women in contact with LARC providers. Referral protocols are currently in place with Greenleaf, WIC, SCPH Home Visiting and SCPH Pathways Hub Community Health Workers.
- Redefining the safety net through programs such as the Access To Care program, which has delivered health services to thousands of Summit County residents without health insurance since its inception in 2006.

## Attachment E

- Establishment of the Care Coordination unit at Summit County Public Health in 2012. The Care Coordination unit responds to calls for assistance, ensuring that callers receive appropriate screening, needs assessment, eligibility determination, referral, and follow-up for a wide variety of community services.
- Collaborated with Cuyahoga Access Health Partnership (CHAP) and Asian Services in Action (ASIA), Inc. to provide Health Insurance Marketplace navigation services to Summit County residents in order to increase access to health insurance.
- Piloted four neighborhood projects which have delivered a variety of services to residents and engaged in larger community planning efforts. These services include pilot reading programs and a pilot program to give parents of school children a computer for the home and training to use it in exchange for a commitment of volunteer hours at their child's school.
- Developed and distributed a wide array of community resource guides, including:
  - Neighborhood Resource Guides
  - Social Services Guide (for use by court personnel)
  - Health and Wellness Guide
  - Employer Resource Guides
  - Job Seeker Resource Guides
  - Career Mapping Guide
  - Soft Skills Guide
- Hosted two school counselor summits and two agency staff summits to present employment resources developed by the IEWD Committee.
- Creation of the Senior Independent Living Coalition (SILC), a broad-based coalition of older-adult oriented community leaders including service providers, advocates, members of the community, and public officials. SILC's major areas of focus include:
  - Advocacy and Education
  - Elder Abuse
  - Self-Sufficiency
- Participated in two consecutive National Health Care Decisions Day campaigns (April 2015 and 2016) in which a subcommittee under SILC coordinated events and resources to promote advance care planning to Summit County residents.

## Attachment E

- The development of a collaborative model with the Summit County Department of Job and Family Services for investigating and following up on cases through the county's Adult Protective Services system.
- Developed a 15-second PSA to call attention to elder abuse and neglect to be shown in various theatres throughout the county. Two three-month showings were held, with an estimated viewership of 500,000 audience members. This initiative, which developed out of a partnership with the Area Agency on Aging, also helped sponsor NEOUCOM's 2009 and 2010 palliative care seminars.
- Collaborated with Direction Home (Area Agency) and other community partners to conduct a senior needs assessment and develop strategies aimed at addressing the growing population of seniors in Summit County.
- Creation and launch of the Summit 2020 website ([www.healthysummit.org](http://www.healthysummit.org)), which helps the community stay abreast of the project's activities and provides a variety of resources for downloading.
- Management of the First Things First website (<http://summitcountfirstthingsfirst.com/>), a comprehensive on-line resource for parents that provides a wide variety of information and assessment tools for parents of children under age 5.
- Hosted three consecutive Annual Champions for Wellness Conferences, targeted towards employers of small businesses, to provide free and low cost worksite wellness resources.
- Conducted the CDC Scorecard in approximately 50 Summit County employers to assess worksite wellness policies.
- Hosted the 1<sup>st</sup> Annual State of the County's Health in which the 2015 Community Health Improvement Plan Update was presented to the public.
- Creation of the Summit Coalition for Community Health Improvement (SCCHI) workgroup of non-profits and community agencies to discuss, vet and select indicators for the 2016 Community Health Assessment.
- Hosted the 2<sup>nd</sup> Annual State of the County's Health to release the 2016 Community Health Assessment.

## Attachment E

- Developed a Community Health Improvement Plan with five priority areas: Adolescent Health, Aging Population, Chronic Disease, Maternal & Infant Health and Mental Health & Addiction. Each priority area includes a set of strategies monitored over three years.
- Hosted the 3<sup>rd</sup> Annual State of the County's Health to release the 2017 Community Health Improvement Plan
- Developed a Translation Services Task Force to make recommendations to the County Executive regarding the increasing costs of interpretation services.

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Contract with Summit County Family and Children First Council Shared Pool for Youth (Service Review Collaborative)	Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems.	Summit DD to continue participation in shared pool agreement for amount of \$110,700 for the time period of January 1, 2019 through December 31, 2019.

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

**Service Area:** SSA

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

As required by ORC 121.37 (C) (1-9), Family and Children First Councils must develop a county-specific Service Coordination Mechanism (SCM), which serves as the guiding document for coordination of services in the county. The purpose of the Service Coordination Mechanism is to streamline and coordinate existing government services for families seeking services for their children (age birth through 21) and to ensure that eligible families have access to service coordination. Developed from the SCM, a team of professionals from child serving agencies in Summit County meets weekly to:

- Review and monitor requests for community-based services for children with multi-system needs
- Offer case consultation from a multi-system perspective to staff from any agency dealing with a complex youth/family
- Refer families for wrap around/service coordination
- Review individual cases that are in need of more restrictive placement settings such as residential treatment and monitoring youth in residential treatment.
- Issuing recommendations and/or offering alternatives to better serve youth and families

**Data from 4/1/18 to 10/31/18:**

**1) WrapAround/Service Coordination**

60 unduplicated referrals accepted and opened

Case load average is 20

Of the 60 unduplicated youth referrals, 10 were DD involved youth (17%)

**2) Case Consultation**

20 referrals accepted and reviewed by SRC; for 16 unduplicated youth

Of the 16 unduplicated youth, 7 were DD involved youth (44%)

Submitted By: Holly Brugh

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

X Finance & Facilities Committee

X Services & Supports Committee

\_\_\_\_\_ HR/LR Committee

Date: December 2018

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

### 3) Funding Requests for Community Based Services

56 funding requests reviewed by SRC; for 37 unduplicated youth

47 out of 56 funding requests were approved (i.e. camp, safety items, sensory items, Y membership, gas cards, structured activities and mentoring)

\$57,834 encumbered

Of the 37 unduplicated youth referred, 17 were DD involved (46%)

### 4) Funding Requests for Out of Home Placement (i.e. Residential Treatment, group home, etc.)

13 requests reviewed; for 11 unduplicated youth

Of the 11 unduplicated youth, 3 were DD involved (27%)

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

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

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

Submitted By: Holly Brugh

Date: December 2018

For:        Superintendent/Assistant Superintendent

  X   Finance & Facilities Committee

  X   Services & Supports Committee

       HR/LR Committee



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

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

This Agreement is effective from January 1, 2019, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on December 31, 2019.

### **I. PURPOSE**

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

### **II. GENERAL PROVISIONS**

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

### **III. FUND MAINTENANCE**

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

### **IV. FUNDING**

Under the terms of this Agreement, DD agrees to donate and deposit into the separate fund account, on behalf of FCFC, an amount of One Hundred Ten Thousand and Seven Hundred Dollars (\$110,700). In the event of termination prior to December 31, 2019, DD shall be reimbursed proportionately and commensurate with the actual term of the Agreement. The other contributors are: Summit County Juvenile Court (\$131,084), Summit County Children Services (\$171,245), and County of Summit ADM Board (\$145,431).

## **V. FUND USE/ACCESS**

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

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

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

## **VI. AGREEMENT REVIEW**

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (December 31, 2019), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the agreement.

## **VII. SEPARABILITY**

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

## **VIII. COMPLETE AGREEMENT**

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

## **IX. MODIFICATION**

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

representative of each party.

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

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

**XI. NO WAIVER**

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

**XII. NOTICE**

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

**For FCFC:**

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

**For DD:**

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

**XIII. HIPPA COMPLIANCE**

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

**XIV. CONFIDENTIALITY**

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

**XV. RECORD ACCESS**

FCFC shall provide access to any books, documents, papers and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller General of the United States, or any of their duly authorized representatives. FCFC shall maintain all required records for three years after DD makes final payments and all other pending matters are closed.

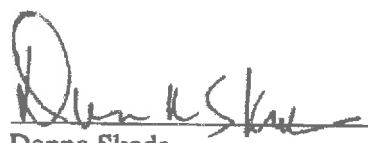
**XVI. HEADINGS**


The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

IN WITNESS WHEREOF, the parties hereto do execute this agreement this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
John Trunk Date  
Superintendent  
County of Summit Developmental Disabilities Board

\_\_\_\_\_  
Janice Houchins Date  
Director  
Family & Children First Council

 11-13-18  
\_\_\_\_\_  
Donna Skoda Date  
Commissioner  
Summit County Combined General Health District  
Administrative/Fiscal Agent FCFC

Approved as to Form  
 10/23/18  
\_\_\_\_\_  
Assistant Prosecuting Attorney

## **BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement is entered into as of 1/1/2019 (Effective Date) by and between Summit County Combined General Health District (Covered Entity) and County of Summit Board of Developmental Disabilities (Business Associate) in conformance with the Health Insurance Portability and Accountability Act of 1996, and its regulations (HIPAA).

### **RECITALS**

Whereas, the Covered Entity has engaged the services of the Business Associate for or on behalf of the Covered Entity;

Whereas, the Covered Entity may wish to disclose individually identifiable health information to the Business Associate in the performance of services for or on behalf of the Covered Entity;

Whereas, such information may be Protected Health Information (PHI) as defined by the HIPAA Rules promulgated in accordance with the Administrative Simplification provisions of HIPAA;

Whereas, the Parties agree to establish safeguards for the protection of such information;

Whereas, the Covered Entity and Business Associate desire to enter into this Agreement to address certain requirements under the HIPAA Rules;

Now, therefore, the parties hereby agree as follows:

### **SECTION I – DEFINITIONS**

- 1.1 “Breach” is defined as any unauthorized acquisition, access, use or disclosure of PHI, unless the Covered Entity demonstrates that there is a low probability that the PHI has been compromised. The definition of Breach excludes the following uses and disclosures:
  - 1.1.1 Unintentional access by a Covered Entity or Business Associate in good faith and within an employee’s course and scope of employment;
  - 1.1.2 Inadvertent one time disclosure between Covered Entity or Business Associate work force members (workforce member means employee, volunteer, trainees, etc. whether paid or unpaid); and
  - 1.1.3 The Covered Entity or Business Associate has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain the information.
- 1.2 “Business Associate” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.
- 1.3 “Covered Entity” shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §160.103.

- 1.4 "Data Aggregation" shall have the meaning given to such term under the HIPAA Rules, including but not limited to, 45 CFR §164.501.
- 1.5 "Designated Record Set" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §164.501.
- 1.6 "Effective Date" shall be the Effective Date of this amended and restated Agreement.
- 1.7 "Electronic Protected Health Information" or "Electronic PHI" shall have the meaning given to such term at 45 CFR §160.103, limited to information of the Covered Entity that the Business Associate receives, accesses, maintains or transmits in electronic media on behalf of the Covered Entity under the terms and conditions of this Business Associate Agreement.
- 1.8 "Health Care Operations" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501.
- 1.9 "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules codified at 45 CFR Part 160 and Part 164.
- 1.10 "Individual" shall have the meaning given to such term in 45 CFR §160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
- 1.11 "Individually Identifiable Health Information" shall have the meaning given to such term under the HIPAA Rules, including, but not limited to 45 CFR §160.103.
- 1.12 "Protected Health Information" or "PHI" means any information, whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an Individual; the provision of health care to an Individual; or the past, present or future payment for the provision of health care to an Individual; and (ii) that identifies the Individual or with respect to which there is a reasonable basis to believe the information can be used to identify the Individual, and shall have the meaning given to such term under the HIPAA Rules, including, but not limited to, 45 CFR §164.501, (45 CFR §160.103 and §164.501).
- 1.13 "Protected Information" shall mean PHI provided by the Covered Entity to Business Associate or created or received by Business Associate on Covered Entity's behalf.
- 1.14 "Required by Law" shall have the meaning given to such phrase in 45 CFR §164.103.
- 1.15 "Secretary" shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- 1.16 "Security Incident" shall have the meaning given to such phrase in 45 CFR §164.304.
- 1.17 "Unsecured Protected Health Information" shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary. (45 CFR §164.402).

## **SECTION II – OBLIGATIONS AND ACTIVITIES OF THE BUSINESS ASSOCIATE**

The Business Associate agrees to the following:

- 2.1 Not to use or further disclose PHI other than as permitted or required by this Business Associate Agreement or as Required by Law;
- 2.2 To use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI, to prevent use or disclosure of PHI other than as provided for by this Business Associate Agreement;
- 2.3 To mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Business Associate Agreement;
- 2.4 To report to the Covered Entity any use or disclosure of PHI not provided for by this Business Associate Agreement of which it becomes aware, including any Security Incident of which it becomes aware;
- 2.5 In accordance with 45 CFR §§164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agent, including a subcontractor, that creates, receives, maintains, or transmits PHI on behalf of the Business Associate agrees in writing to the same restrictions, conditions and requirements that apply to the Business Associate with respect to such PHI;
- 2.6 To provide access, at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to the Covered Entity or, as directed by the Covered Entity, to the Individual or the Individual's designee as necessary to meet the Covered Entity's obligations under 45 CFR 164.524; provided, however, that this Section 2.6 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.7 To make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of the Covered Entity or an Individual, and in the time and manner designated by the Covered Entity; provided, however, that this Section 2.7 is applicable only to the extent the Designated Record Set is maintained by the Business Associate for the Covered Entity;
- 2.8 To make internal practices, books and records, including policies and procedures on PHI, relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of, the Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary's determining the Covered Entity's and the Business Associate's compliance with the HIPAA Rules;
- 2.9 To document such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;



- 2.10 To provide to the Covered Entity or an Individual, in a time and manner designated by the Covered Entity, information collected in accordance with Section 2.9 of this Business Associate Agreement, to permit the Covered Entity to respond to a request by an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- 2.11 That if it creates, receives, maintains, or transmits any electronic PHI (other than enrollment/disenrollment information and Summary Health Information, which are not subject to these restrictions) on behalf of the covered entity, it will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information, and it will ensure that any agents (including subcontractors) to whom it provides such electronic PHI agrees to implement reasonable and appropriate security measures to protect the information. The Business Associate will report to the Covered Entity any Security Incident of which it becomes aware;
- 2.12 To ensure that the provisions of this Section are supported by reasonable and appropriate security measures to the extent that the designees have access to electronic PHI;
- 2.13 To retain records related to the PHI hereunder for a period of six (6) years unless the Business Associate Agreement is terminated prior thereto. In the event of termination of this Business Associate Agreement, the provisions of Section V of this Business Associate Agreement shall govern record retention, return or destruction;
- 2.14 Implement administrative safeguards in accordance with 45 CFR §164.308, physical safeguards in accordance with 45 CFR §164.310, technical safeguards in accordance with 45 CFR §164.312, and policies and procedures in accordance with 45 CFR §164.316;
- 2.15 To notify the Covered Entity of a Breach of Unsecured PHI as soon as practicable, but in no case later than 60 calendar days, after the discovery of such Breach in accordance with 45 CFR §164.410. A Breach shall be treated as discovered as of the first day on which such Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or agent of Business Associate. The notification shall include, to the extent possible, the identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Business Associate to have been, accessed, acquired, used, or disclosed during the Breach. In addition, Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in the notification to the individual under 45 §CFR 164.404(c); and
- 2.16 To the extent Business Associate is to carry out one or more of the Covered Entity's obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

**SECTION III – THE PARTIES AGREE TO THE FOLLOWING PERMITTED USES AND DISCLOSURES BY THE BUSINESS ASSOCIATE:**

- 3.1 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the Covered Entity's minimum necessary policies and procedures.

- 3.2 Except as otherwise limited in this Business Associate Agreement, the Business Associate may use or disclose PHI to perform functions, activities or services for, or on behalf of, the Covered Entity as specified in the Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by the Covered Entity; and,
- 3.3 Except as otherwise limited in this Business Associate Agreement, the Business Associate may:
- a. **Use for management and administration.** Use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate; and,
  - b. **Disclose for management and administration.** Disclose PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that disclosures are Required by Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required by Law or for the purposes for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

#### **SECTION IV – NOTICE OF PRIVACY PRACTICES**

- 4.1 The Covered Entity shall (a) provide the Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR §164.520, as well as any changes to such notice; (b) provide the Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose PHI, if such changes affect the Business Associate's permitted or required uses and disclosures; (c) notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR §164.522, to the extent that such restrictions may affect the Business Associate's use or disclosure of PHI; and (d) not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Standards if done by the Covered Entity, except as set forth in Section 3.2 above.

#### **SECTION V – BREACH NOTIFICATION REQUIREMENTS**

- 5.1 With respect to any Breach, the Covered Entity shall notify each individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Covered Entity to have been, accessed, acquired, used, or disclosed as a result of such Breach, except when law enforcement requires a delay pursuant to 45 CFR §164.412:
- a. Without unreasonable delay and in no case later than 60 days after discovery of a Breach.
  - b. By notice in plain language including and to the extent possible:
    - 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
    - 2) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of

- birth, home address, account number, diagnosis, disability code, or other types of information were involved);
- 3) Any steps individuals should take to protect themselves from potential harm resulting from the Breach;
  - 4) A brief description of what the Covered Entity involved is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and,
  - 5) Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, web site, or postal address.
- c. Use a method of notification that meets the requirements of 45 CFR §164.404(d).
  - d. Provide notice to the media when required under 45 CFR §164.406 and to the Secretary pursuant to 45 CFR §164.408.

## **SECTION VI – TERM AND TERMINATION**

- 6.1 **Term.** The term of this Business Associate Agreement shall be effective as of the date set forth above in the first paragraph and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is destroyed or returned to the Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- 6.2 **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this Business Associate Agreement by the Business Associate, the Covered Entity shall provide an opportunity for the Business Associate to cure the breach or end the violation. The Covered Entity shall terminate this Business Associate Agreement and the Services Agreement if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity, or immediately terminate this Business Associate Agreement if cure is not possible.

If the Business Associate fails to cure a breach for which cure is reasonably possible, the Covered Entity may take action to cure the breach, including but not limited to obtaining an injunction that will prevent further improper use or disclosure of PHI.

Upon the Business Associate's knowledge of a material breach of this Business Associate Agreement by the Covered Entity, the Business Associate shall provide an opportunity for the Covered Entity to cure the breach or end the violation. The Business Associate shall terminate this Business Associate Agreement if the Covered Entity does not cure the breach or end the violation within the time specified by the Business Associate, or immediately terminate this Business Associate Agreement if the Covered Entity has breached a material term of this Business Associate Agreement if cure is not reasonably possible.

### **6.3 Effect of Termination.**

- a. **Return or Destruction of PHI.** Except as provided in Section 6.3(b), upon termination of this Business Agreement, for any reason, the Business Associate shall return, or if agreed to by the Covered Entity, destroy all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of PHI.
- b. **Return or Destruction of PHI Infeasible.** In the event that the Business Associate determines that returning or destroying PHI is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction of the PHI is infeasible, the Business Associate shall extend the protections of this Business Associate Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such PHI. In addition, the Business Associate shall continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, for as long as the Business Associate retains the PHI.

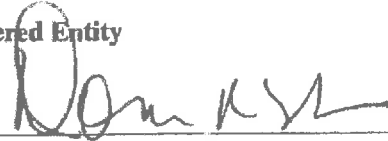
## **SECTION VII – GENENERAL PROVISIONS**

- 7.1 **Regulatory references.** A reference in this Agreement to the HIPAA Rules or a section in the HIPAA Rules means that Rule or Section as in effect or as amended from time to time.
- 7.2 **Compliance with law.** In connection with its performance under this Agreement, Business Associate shall comply with all applicable laws, including but not limited to laws protecting the privacy personal information about individuals.
- 7.3 **Amendment.** The Parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.
- 7.4 **Survival.** The respective rights and obligations of Business Associate under Section Two of this Business Associate Agreement shall survive the termination of this Agreement.
- 7.5 **Interpretation.** Any ambiguity in this Business Associate Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

In Witness Whereof, the Parties hereto have duly executed this Agreement as of the Effective Date as defined here above.

Covered Entity

By:



Printed Name: Donna Skoda

Title: Health Commissioner, SCPH

Date:

11-13-18

Business Associate

By:

\_\_\_\_\_

Printed Name: John Trunk

Title: Superintendent, CSBDD

Date:

\_\_\_\_\_

Approved as to Form

Uma Rakic 10/23/18

Assistant Prosecuting Attorney

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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
<b><i>SUPPORTING DATA FOR RECOMMENDATION</i></b>		
<p>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:</p> <p><b>Goal 1: To ensure quality services while we cultivate opportunities for people to feel included.</b></p> <ol style="list-style-type: none"> <li>1. Identify outcomes that are meaningful to people.</li> <li>2. Complete a provider engagement survey and identify priorities for improvement.</li> <li>3. Participate in the Provider Partnership Pilot Expansion Project and implement recommendations.</li> <li>4. Share success stories of inclusion.</li> </ol> <p><b>Goal 2: To empower an engaged workforce that achieve the best outcomes for people we support.</b></p> <ol style="list-style-type: none"> <li>5. Complete a thoughtful analysis of our organizational structure to ensure our collective work is aligned the achievement of the Long Range Plan.</li> <li>6. Identify short-term diversity priorities, making Summit DD reflective of the community we serve.</li> <li>7. Complete an employee engagement survey and identify priorities for improvement.</li> <li>8. Develop an approach to training and development that ensures employees have the skills and knowledge needed to achieve the goals of the Agency.</li> </ol> <p><b>Goal 3: To ensure that our system is sustainable for future generations.</b></p> <ol style="list-style-type: none"> <li>9. Implement facilities use plan.</li> <li>10. Prioritize non-Medicaid expenditures.</li> </ol> <p>A public hearing is scheduled for November 27, 2018 to obtain feedback on the 2019 Action Plan.</p> <p style="text-align: center;"><b>Recommended for approval by the November HR/LR, Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>		

Submitted By: Billie Jo David
 For:            Superintendent/Assistant Superintendent  
         x   Finance & Facilities Committee  
         x   Services & Supports Committee  
         x   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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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  
         X   Finance & Facilities Committee  
         X   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)**

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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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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"> <li>Flow Through for the Family Engagement Program</li> <li>Fiscal administration of the Family Engagement Program</li> <li>Annual Dues</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> </ul>

### 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 exceeded \$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  
       X \_\_\_\_\_ Finance & Facilities Committee  
       X \_\_\_\_\_ 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](mailto: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 1<sup>st</sup>
  - 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](mailto: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](mailto: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](mailto: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](mailto: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](mailto:accounting@neoncog.org)  
**Copy to:**  
[mglidewell@neoncog.org](mailto:mglidewell@neoncog.org)  
[ckasabian@neoncog.org](mailto:ckasabian@neoncog.org)  
[jkust@neoncog.org](mailto: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](mailto:jpetrarca@summitdd.org) and [brentsch@summitdd.org](mailto: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](mailto:jpetrarca@summitdd.org) and [brentsch@summitdd.org](mailto: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](mailto: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 ([ipetrarca@summitdd.org](mailto:ipetrarca@summitdd.org) and [brentsch@summitdd.org](mailto: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](mailto:jpetrarca@summitdd.org) and [brentsch@summitdd.org](mailto: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](mailto:accounting@neoncog.org)

[mglidewell@neoncog.org](mailto:mglidewell@neoncog.org)

[jkust@neoncog.org](mailto:jkust@neoncog.org)

[ckasabian@neoncog.org](mailto: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](mailto:brentsch@summitdd.org)

[jpetrarca@summitdd.org](mailto:jpetrarca@summitdd.org)

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

[lchick@neoncog.org](mailto:lchick@neoncog.org)

[mglidewell@neoncog.org](mailto:mglidewell@neoncog.org)

[accounting@neoncog.org](mailto:accounting@neoncog.org)



# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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](mailto: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**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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 \$456,500

### **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:** \$6500

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 November Services & Supports and Finance & Facilities Committees and reviewed again at the December Services & Supports and Finance & Facilities Committees.**

Submitted By: Holly Brugh

Date: November 2018

For:        Superintendent/Assistant Superintendent

  X   Finance & Facilities Committee

  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](mailto: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 SIX THOUSAND FIVE HUNDRED DOLLARS** (\$456,500.00) 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*

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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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

Date: 10/25/18

X Finance & Facilities Committee

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

either party terminates the Contract upon thirty (30) days written notice or the parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

4. Payment.

(a) During the Term of this Agreement, the costs for salaries and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

**Total Amount of Contract:**

**\*\$235,658.85**

\*As may be adjusted as provided herein.

(b) SUMMIT DD agrees to pay for the aggregate annual salaries of all the Deputies providing Services and the vehicle costs in equal monthly installments without any right of setoff (hereafter "Payment"). The Payment shall be the amounts set forth above, however, at any time during the term of this Contract the Payment will be increased to include salary increases, renegotiated labor contract terms, insurance increases and other inflationary adjustments. Since the increased costs are not known at this time, SUMMIT DD understand and agree that the Payment will be increased to include such costs when incurred. In addition to the Payment, a surcharge shall be charged upon notice from the County in the event fuel, insurance or other operating costs increases at any time during any term of this Contract ("Surcharge"). If the operating costs (such as the cost of fuel) decreases and remains at the lower cost for at least 30 days, then the Surcharge will be adjusted to reflect the decrease in such operating costs. The inflationary adjustments and Surcharges shall be charged to SUMMIT DD on December 31, of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

In addition to the above stated policing services, the rate also includes but is not limited to provisions of all equipment, and supplies by the Sheriff, supervision of deputies, all training and firearms qualifications, administrative and clerical costs.

(c) The Payment will cover and pay the expenses of the Deputies salaries (which is the regular salary and no overtime pay), equipment costs, hospitalization, current funding costs for retirement pensions and Workers' Compensation for the detective assigned to SUMMIT DD under this Contract; also the costs for training, equipment and supplies which will include the use of the vehicles as set forth above for use under this Contract.

(d) SUMMIT DD is required to make the Payment for Deputies that are absent due to personnel related matters such as vacation or illness. The estimated annual salary for a Deputy is set forth in Schedule A and is subject to salary increases during the Term.

(e) The Payment does not include: over-time pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputies (collectively "Additional Costs"). Any Additional Costs shall be paid by SUMMIT DD to the County within 30 days of incurring such costs.

(f) Payment shall be sent to: Policing Rotary Fund  
c/o Summit County Sheriff's Office  
53 University Avenue

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 By: \_\_\_\_\_  
Title: Superintendent

**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	<b>Total</b>			\$ 235,658.85/ 12 = \$19,638.24
				<b>Per month</b>
			<b>Total:</b>	<b>*\$235,658.85</b>

\*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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<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 DuPlainDate: November 2018
 For:        Superintendent/Assistant Superintendent  
  X   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.

<b>Cost Breakdown Per Location</b>	
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
<b>Total Annual Amount</b>	<b>\$49,992.00</b>

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](mailto:jbarnett@whgardiner.com) or 440/349.5588 ext. 1557 and advise new purchase order number.

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

Sincerely,  
**Gardiner**

Jeff Covert

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

**Customer Acceptance:**

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p><i>Total Cost:</i> Not to exceed \$67,975 in 2019</p> <p><i>Summary:</i> Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.</p> <p>The annual license cost for Gatekeeper will be \$54,380 in 2019, a 2.8% increase over the 2018 licensing cost.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$8,595 in 2019, a 3% increase over the 2018 licensing cost.</p> <p>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.</p> <p>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.</p> <p>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.</p>		

Recommended for approval by the  
November Finance & Facilities Committee.

Submitted By: Russ DuPlain

Date: November 2018

For:      Superintendent/Assistant Superintendent  
  X   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](mailto:liz.thompson@primarysolutions.net) | P: 614.430.0355 ext. 206  
Web: [www.primarysolutions.net](http://www.primarysolutions.net)

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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.
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p><b>Service Area:</b> Community Supports and Development</p> <p><b># of Individuals Currently Served:</b> Since 2016 over 300 Discovery Assessments have been completed.</p> <p><b>Additional # of Individuals Served:</b></p> <p><b>Total Cost:</b> \$60,0000 per year (\$30,000 per agency)</p> <p><b>Amount of Decrease:</b> \$60,000</p> <p><b>Satisfaction:</b> Person served, Families and ISP teams continue to be satisfied with the process and outcomes of the Discovery assessment.</p> <p>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.</p> <p>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.</p> <p style="text-align: right;">Recommended for approval by the November Services &amp; Supports and Finance &amp; Facilities Committee.</p> <p>Funds are available in the budget.</p>		

Submitted By: Drew WilliamsDate: November 2018
 For: \_\_\_\_\_ Superintendent/Assistant Superintendent  
         X   Finance & Facilities Committee  
         X   Services & Supports Committee  
       \_\_\_\_\_ HR/LR Committee



**SERVICE CONTRACT BETWEEN  
SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES  
BOARD  
AND 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](mailto: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](mailto: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.

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

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

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

***SIGNATURES***

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

**PROVIDER:**

**SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

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

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

**EXHIBIT 1:**

Status: \_\_\_\_\_ Not-for-Profit \_\_\_\_\_ For Profit

---

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

NAME	ADDRESS

## CONCILIATION PROCEDURE

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

### STEP I

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

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

### STEP II

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

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

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

**SUMMIT COUNTY DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2018 AND 2017**

	11/30/2018				11/30/2017			
	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 51,456,835	\$ 51,904,190	\$ (447,355)	-0.9%	\$ 50,662,381	\$ 51,022,088	\$ (359,707)	-0.7%
REIMBURSEMENTS	12,301,000	11,153,193	1,147,807	9.3% <b>1</b>	12,485,745	11,467,636	1,018,109	8.2%
GRANTS	1,250,000	1,510,226	(260,226)	-20.8% <b>2</b>	1,627,402	931,742	695,660	42.7%
CONTRACT SERVICES	450,000	67,465	382,535	85.0%	157,110	576,845	(419,735)	-267.2%
REFUNDS	-	24,679	(24,679)	0.0%	-	9,594	(9,594)	0.0%
OTHER RECEIPTS	86,000	217,282	(131,282)	-152.7% <b>3</b>	63,243	823,007	(759,764)	-1201.3%
<b>TOTAL REVENUE</b>	<b>\$ 65,543,835</b>	<b>\$ 64,877,035</b>	<b>\$ 666,800</b>	<b>1.0%</b>	<b>\$ 64,995,881</b>	<b>\$ 64,830,912</b>	<b>\$ 164,969</b>	<b>0.3%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 19,083,932	\$ 16,391,082	\$ 2,692,850	14.1%	\$ 21,676,369	\$ 17,738,124	\$ 3,938,245	18.2%
EMPLOYEE BENEFITS	8,611,271	6,438,186	2,173,085	25.2%	9,624,141	8,326,231	1,297,910	13.5%
SUPPLIES	708,020	353,746	354,274	50.0%	958,239	551,765	406,474	42.4%
TRAVEL AND TRAINING	315,350	228,596	86,754	27.5%	336,950	276,005	60,945	18.1%
DIRECT CONTRACT SERVICES	9,301,833	8,526,477	775,356	8.3% <b>4</b>	7,966,672	8,282,918	(316,246)	-4.0%
INDIRECT CONTRACT SERVICES	2,198,550	1,386,395	812,135	36.9% <b>5</b>	2,163,373	1,936,516	226,857	10.5%
MEDICAID COSTS	28,410,000	28,504,362	(94,362)	-0.3%	26,254,631	27,990,054	(1,735,423)	-6.6%
UTILITIES	642,925	445,742	197,183	30.7%	612,250	514,648	97,602	15.9%
RENTALS	23,600	21,431	2,169	9.2%	142,675	126,825	15,850	11.1%
ADVERTISING	132,000	87,528	44,472	33.7%	132,000	137,796	(5,796)	-4.4%
OTHER EXPENSES	335,250	298,401	36,849	11.0%	363,323	330,725	32,598	9.0%
EQUIPMENT	342,000	232,936	109,064	31.9% <b>6</b>	256,000	168,004	87,996	34.4%
REAL PROPERTY IMPROVEMENTS	350,000	33,012	316,988	90.6%	818,680	880,819	(62,139)	-7.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 70,454,711</b>	<b>\$ 62,947,894</b>	<b>\$ 7,506,817</b>	<b>10.7%</b>	<b>\$ 71,305,303</b>	<b>\$ 67,260,430</b>	<b>\$ 4,044,873</b>	<b>5.7%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (4,910,876)</b>	<b>\$ 1,929,141</b>	<b>\$ 6,840,017</b>		<b>\$ (6,309,422)</b>	<b>\$ (2,429,518)</b>		
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>						
PLUS: REVENUE	\$ 50,547,257	\$ 50,547,257						
LESS: EXPENDITURES	65,543,835	64,877,035						
	(70,454,711)	(62,947,894)						
<b>ENDING FUND BALANCE</b>	<b>\$ 45,636,381</b>	<b>\$ 52,476,398</b>						

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



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

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

<u><b>Revenue:</b></u>		<u><b>Current Month</b></u>	
<b>1</b>	Reimbursements:		
	Quarterly Medicaid Administrative Claims (MAC) reimbursement	\$	351,100
	The MAC portion of the FY 2014 cost report audit settlement		46,700
	The total cost report audit settlement for FY 2014 was \$3,124,831 of which \$46,673 was for the MAC program. Because this was unbudgeted revenue for 2018, the remaining balance of \$3,078,158 for day program services was deposited into the Building Improvement Fund to be used for future facility renovations.		
<b>2</b>	Grants:		177,700
	TANF Summer Youth Employment Program reimbursement		89,200
	Quarterly Title XX reimbursement		18,100
<b>3</b>	Other Receipts:		5,900
	Proceeds from the sale of seven busses		
	Proceeds from the first of two auctions at the Tallmadge Center		
<u><b>Expenditures:</b></u>			
<b>4</b>	Direct Service Contracts:	\$	50,000
<b>5</b>	Indirect Service Contracts:		
	Annual contribution to the volunteer guardianship program		13,200
	Annual maintenance and licensing fees for the following applications:		36,500
	Final quarterly payment of annual Gatekeeper software licensing		16,800
	Kronos timekeeping system		9,300
	Phone system maintenance		5,000
	ThreatSweep network security device and software		14,500
	Reviewsnap, employee performance management system		
	Docuware, document management system		
<b>6</b>	Equipment:		33,100
	Customized technical support of the document management system with ComDoc		

<u><b>Revenue:</b></u>		<u><b>Prior Months</b></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.		
	Under-budget due to an unanticipated decrease in waivers allocated for needs of the Children Services Board as children are granted alternative supports.		

<u><b>Expenditures:</b></u>			
	Contract Services:		
	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.		
	Employee Benefits:		
	Fuel usage and vehicle repairs are trending low with the transition out of transportation services happening faster than anticipated.		
	Supplies:		

**Summit County DD Board  
Permanent Improvement Fund  
For The Eleven Months Ended November 30, 2018**

Fund Balance as of 1/1/2018	\$	229,405
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Day program portion of the 2014 cost report audit settlement		3,078,158
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Fund Balance as of 11/30/2018	<u>\$</u>	<u>3,307,563</u>
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An unanticipated additional cost report audit settlement added to this fund to be used for future facility needs.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

## Summit County Board of Developmental Disabilities

# MINUTES - DRAFT

Tuesday, November 13, 2018

5:00 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Tuesday, November 13, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:01 p.m.

### BOARD MEMBERS PRESENT

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

### BOARD MEMBERS EXCUSED

Randy Briggs, Board President  
Tom Quade

### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowksy, Assistant Superintendent  
Holly Brugh, Director of SSA & Children's  
Services  
Drew Williams, Director of Community  
Supports & Development

Joe Eck, Director of Labor Relations &  
Risk Management  
Mira Pozna, Director of Fiscal  
Lynn Sargi, Director of Human Resources  
Maggi Albright, Recording Secretary

## I. SUMMIT DD 2019 ACTION PLAN

Ohio Administrative Code requires each county board to adopt, by Board resolution, a strategic plan. The Board approved Summit DD's 2019-2021 Long Range Plan (LRP) at its October meeting. The LRP updated the Agency Mission, Vision and values, as well as the three-year goals of the organization. The 2019 Action Plan outlines the action items Summit DD will carry out during the first year of the LRP. 2019 action items include:

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

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

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

### **I. SUMMIT DD 2019 ACTION PLAN *(continued)***

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

- Complete a thoughtful analysis of our organizational structure to ensure our collective work is aligned with the achievement of the LRP
- Identify short-term diversity priorities, making Summit DD reflective of the community we serve
- Complete an employee engagement survey and identify priorities for improvement
- 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.

- Implement facilities use plan
- Prioritize non-Medicaid expenditures

A Public Hearing is scheduled for November 27<sup>th</sup> to obtain feedback on the 2019 Action Plan. The 2019 Action Plan has been recommended for approval by the November HR/LR, Services & Supports and Finance & Facilities Committees.

### **II. DEPARTMENT OF JOBS & FAMILY SERVICES (DJFS) CONTRACT FOR ONSITE ASSISTANCE**

The contract with JFS to provide onsite assistance has been a collaborative partnership since 2013. Summit DD receives onsite assistance from a DJFS caseworker who maintains an office at the Summit DD administration building and provides assistance with Medicaid enrollment, Medicaid waivers, Healthy Start and food assistance programs. Individuals, families and staff are able to work directly with the DJFS caseworker at Summit DD. This allows the caseworker to address special issues and barriers that can sometimes delay Medicaid enrollment. During the first six months of 2018, the DJFS caseworker supported an average of 33 people a month relative to Medicaid eligibility, as pertains to DODD waivers, and nine additional people with community Medicaid. The caseworker also averages about 70 phone calls and e-mails monthly. The request is to renew a contract with DJFS for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$78,000. Reimbursement would be made to DJFS on a monthly basis. Funds are available in the budget and the contract with DJFS has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

### **III. NORTH EAST OHIO NETWORK (NEON) CONTRACT – FAMILY ENGAGEMENT PROGRAM**

Summit DD contracts with NEON to act as the fiscal administrator of the Family Engagement Program (FEP) and to act as a flow through for reimbursement of funds to individuals and families for this program. The FEP allows individuals ages 0-22, without Medicaid waivers, to access up to \$1,800 annually to use for participation in activities that enhance their lives. Some of these activities may include: summer camp, community programs, school activities, therapy, specialized equipment and technology supports. So far in 2018 over 700 families have accessed the FEP, with the majority of funds paying for community-based camps (112), specialized camps (156), community classes/clubs (128) and adaptive equipment (45). Families pay for the goods/services up front and, upon an approved receipt, are then reimbursed for the expenses. NEON charges a fee of \$12.50 per transaction, for the total administrative fee not to exceed \$10,000. The total amount allocated for the FEP is \$585,000. The NEON contract also includes Summit DD's annual dues of \$6,000. The request is to renew a contract with NEON for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$600,000. The 2019 budget for the FEP remains the same as 2018, however, the total contract amount is increased by \$70,000 over the 2018 contract amount as a result of reallocating unused respite dollars budgeted elsewhere. Mrs. Lee noted that the different aspects of the contract total \$601,000 and asked about the difference in amount. Mr. Trunk replied NEON dues are now \$6,000 instead of \$5,000 so that is the \$1,000 difference. The total amount of the contract was not adjusted because staff believe the \$600,000 requested will cover everything. Funds are available in the budget and the NEON contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **IV. ORIANA HOUSE CONTRACT – ALTERNATIVE ENVIRONMENT PROGRAM (AEP)**

Summit DD has partnered with the Oriana House since 2012 to provide a pretrial diversion option for individuals with developmental disabilities who are facing criminal charges in lieu of awaiting trial/disposition in the Summit County Jail. The contract ensures the availability of two male beds for eligible individuals in a restrictive, structured residential environment. Funds of \$50,000 per year support guaranteed placement of eligible individuals into these beds. 243 bed days are projected for 2019. In 2016, the number of beds was reduced from four to two and that has proven to be sufficient. This contract also supports services provided to individuals while they are in the AEP, which can include case management, crisis counseling, social skills group, medication compliance, recreation, hygiene and nutrition. The cost per day is \$185.18. In 2018, four people utilized two beds with varying lengths of stay. Two of the four people were eventually convicted and sentenced to long-term prison stays.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

### **IV. ORIANA HOUSE CONTRACT – ALTERNATIVE ENVIRONMENT PROGRAM (AEP)** *(continued)*

The request is to renew a contract with Oriana House for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$95,000. Mrs. Wilkinson asked if beds for females are still available if the need arises. Mr. Trunk stated there is an agreement with Oriana to make a female bed available if/when necessary. A female bed space is no longer part of the contract since there hasn't been a need. Mrs. Lee asked how the bed days are projected. Mrs. Brugh responded bed days are projected based on averaging several years of utilization. Funds are available in the budget and the contract with Oriana House has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **V. SUCCESS4KIDZ (S4K) CONTRACT**

Summit DD has partnered with Success4Kidz to provide evidence-based consultative therapy services to families since 2007. S4K supports Summit DD's Early Intervention (EI) program by:

- Participating in evaluations to determine eligibility for EI services
- Meeting weekly as a team with Help Me Grow (HMG) service coordinators and Developmental Specialists (DS) to ensure 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 the primary service provider. This allows the team to select from not only the DS and Speech Therapist but also the OT and PT to give the family the best fit

So far in 2018, S4K has averaged 195 visits per month and have provided 1,759 visits in the past nine months, which is an increase of 53 visits over the same period last year. S4K acts as the primary service provider for 58 families and the secondary service provider for 83 families. S4K also serves nine 3-5 year olds and collaborates with the CPI Program to help promote inclusion in childcare centers. The request is to renew a contract with S4K for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$450,000. Costs are billed hourly at \$75 or \$18.75/unit of service. Funds are available in the budget and the contract with Success4Kidz has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **VI. SUMMIT COUNTY SHERIFF CONTRACT**

Summit DD has partnered with the Summit County Sheriff since 2013 to provide a detective to investigate criminal cases, including conducting relevant interviews, searching for suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimony, take initial criminal notifications, complete initial police reports for Major Unusual Incidents (MUIs) of a criminal nature and to provide an assigned deputy and vehicle to patrol both inside and outside Summit DD facilities.



MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

### VI. SUMMIT COUNTY SHERIFF CONTRACT *(continued)*

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, there have been 23 arrests (14 misdemeanors and 9 felonies). Since the collaboration began in 2013, there have been 67 misdemeanor arrests and 52 felony arrests that led to 52 indictments. Mrs. Lee asked if arrests have been decreasing since the inception of this collaboration. Mr. Trunk replied that arrests have increased as a result of this partnership, however, they have come to a plateau. There is now an awareness that law enforcement is working with Summit DD staff. Compared to other urban areas of similar size to Summit County, the number of MUIs are similar but Summit DD has a higher rate of arrests and indictments. Mr. Dohnal stated the partnership with the Sheriff's office and this contract places Summit DD as a leader in the State; it is money well spent. Mrs. Lee asked if there has been any issues implementing the Board's policy prohibiting weapons in the workplace. Mr. Trunk replied there has not been any issue implementing this policy and noted that very few MUIs involve weapons; most are around abuse, neglect and theft. There are approximately 1,200 incidents investigated each year. While 23 arrests seems like a high number, it has to be considered in context in the total MUIs investigated. There is also up to \$4,000 built into the contract to purchase security services for events held at Summit DD by external entities, such as dances and Special Olympics. The request is to renew a contract with the Summit County Sheriff for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$239,660. Funds are available in the budget and the contract with the Summit County Sheriff has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### VII. GARDINER CONTRACT

Summit DD uses Gardiner to provide routine and emergency maintenance on all HVAC units at all facilities. The request is to renew contracts with Gardiner in 2019 for total contract amounts not to exceed \$59,992. The annual maintenance contract is in the amount of \$49,992. An additional \$10,000 has also been budgeted for repairs outside of the routine maintenance contract due to the aging HVAC systems. This includes non-maintenance parts such as heater exchangers, ductwork, structural supports, replacement of obsolete equipment, etc. Funds are available in the budget and the contract with Gardiner has been recommended for approval by the November Finance & Facilities Committee.

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

### **VIII. PRIMARY SOLUTIONS CONTRACT**

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main applications for tracking people the Board supports and to manage billing activities. The annual license cost for Gatekeeper will be \$54,380, which is a 2.8% increase over the 2018 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, which is a 3% increase over the 2018 cost. An additional \$5,000 has also been budgeted in 2019 for customized work and training from Primary Solutions that is beyond what is included in the licensing agreements. The request is to renew contracts with Primary Solutions in 2019 for the total amount not to exceed \$67,975. Funds are available in the budget and the Primary Solutions contracts have been recommended for approval by the November Finance & Facilities Committee.

### **IX. DISCOVER CONTRACTS: HATTIE LARLHAM AND HELP FOUNDATION**

In March 2017, the Ohio Department of Developmental Disabilities (DODD) introduced a new waiver rule titled Career Planning. The rule included the provision of discovery assessment services. Discovery is a process in which a provider conducts a one on one assessment over the course of a three-month period to determine the interests and desires of an individual. As part of the Discovery process, people 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 a Positive Personal Profile. This profile outlines the person's interests, goals and potential areas of support. From the profile, action steps and potential support services are identified to assist the person in meeting their identified outcomes. Throughout 2018, Summit DD has been building provider capacity to be able to offer Discovery services through a series of trainings. There should be sufficient provider capacity to offer Discovery assessment services without the need for this contract by July 2019. The request is to renew contracts with Hattie Larlham and the Help Foundation for the period January 1, 2019 through June 30, 2019, each in the amount of \$30,000, for the total contracts not to exceed \$60,000. Since 2016, over 300 Discovery assessments have been completed. Individuals, families and teams continue to be satisfied with the process and outcomes of the Discovery process. Funds are available in the budget and the contracts with Hattie Larlham and Help Foundation have been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **X. OCTOBER FINANCIAL STATEMENTS**

Revenue for October reflects second half homestead and rollback tax settlement in the amount of \$2,983,200, final 2018 quarterly state subsidy of \$655,500 and proceeds from the sale of seven busses in the amount of \$19,400.



MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

### **X. OCTOBER FINANCIAL STATEMENTS** *(continued)*

Expenditures included \$26,300 for the purchase of twenty new Surfaces and accessories, \$18,500 for Relias annual maintenance and licensing fees, quarterly payments to DODD of \$6,514,300 for waiver match and \$344,900 for waiver administration fee, and \$28,000 for County chargeback for County Annual Financial Audit (CAFR) fees. October ended in a positive position of \$4,176,614 with a fund balance of \$54,723,871. Mrs. Lee asked for clarification of the notation about employee benefits. Mrs. Pozna explained that health insurance costs are trending under budget due to a 2017 payment that is being credited against 2018 premiums. She also noted that due to lower rates and a rebate from the State, there will be no Worker's Comp costs paid for 2018. The October Financial Statements have been recommended for approval by the November Finance & Facilities Committee.

### **XI. REQUEST TO DELETE AND REVISE POLICIES**

As a result of Summit DD transitioning out of direct services, there are a number of policies that will no longer be relevant. In addition, there are several policies that require revisions to remove the reference to Summit DD as a provider of services. There are twenty nine policies requested for deletion and five policies that have been updated to reflect rule and process. These policies are identified in attachment #11. The deletion and revisions would be effective January 1, 2019. Mr. Trunk stated that a question came up in November Committees around these policies still having application within the provider community even though the Board will no longer be a provider of direct services. He responded that the Board doesn't govern the policies established by private providers; each provider is responsible for creating their own policies. Mrs. Lee asked about the deletion of the Ombudsman policy. Mr. Trunk replied the Agency no longer has that position and noted that due process and pertinent language is included in other policies. The Policies identified in attachment #11 have been recommended for deletion and revision by the November Finance & Facilities and Services & Supports Committees.

### **XII. REQUEST TO DELETE POLICY 2003 – HEALTH INSURANCE OPT-OUT**

Summit DD is joining the Stark County Schools Council of Governments health plan effective January 1, 2019. Summit DD currently provides health insurance opt-out to eligible full time employees who do not have a need for health coverage. Health insurance opt-out is prohibited under the Stark program. Therefore, Summit DD must delete Policy 2003 – Health Insurance Opt-Out effective January 1, 2019 to be eligible to join the Stark program. The request to delete Policy 2003 has been recommended for approval by the November HR/LR Committee.

The work session adjourned at 5:50 p.m.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:50 p.m.

### **I. PUBLIC COMMENT**

Leslie Frank, a parent and Summit DD staff, thanked Mrs. Sargi for arranging the informational insurance meetings. She stated it has been very helpful for staff when completing open enrollment. Ms. Frank said she will be finishing her position as a Program Specialist in December and is doing a temporary assignment as an SSA. She has attended several trainings that have been beneficial. She also noted she continues to visit people who have transitioned to private providers and they seem to be very happy. She thanked the Board for providing a safety net since there have been a few instances where an alternate choice was made.

Rochelle Reed, a Summit DD staff, mentioned she attended the Synergy Conference last month with about ten people sponsored by the Board. She said everyone had a good time and hopes the Board will continue to send people to the conference.

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

#### **A. OCTOBER 25, 2018 (combined work session and regular meeting)**

##### **R E S O L U T I O N**

##### **No. 18-11-01**

Mrs. Gaugler moved that the Board approve the minutes of the October 25, 2018 combined work session and regular meeting, as presented in attachment #13. The motion, seconded by Mrs. Ricks, was unanimously approved.

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

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

##### **1. OCTOBER FINANCIAL STATEMENTS**

##### **R E S O L U T I O N**

##### **No. 18-11-02**

Mrs. Lee moved that the Board approve the October Financial Statements, as presented in attachment #10. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

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

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

##### 2. DELETION AND REVISION OF POLICIES

#### RESOLUTION

No. 18-11-03

Mrs. Lee moved that the Board approve the deletion and revision of Policies, as identified in attachment #11. The motion, seconded by Mr. Dohnal, was unanimously approved

#### B. HR/LR COMMITTEE

##### 1. DELETION OF POLICY 2003 – HEALTH INSURANCE OPT-OUT

#### RESOLUTION

No. 18-11-04

Mr. Dohnal moved that the Board approve the deletion of Policy 2003 – Health Insurance Opt-Out, as presented in attachment #12. The motion, seconded by Mrs. Gaugler, was unanimously approved.

### IV. SUPERINTENDENT'S REPORT

#### A. CENSUS

Approximately 4,473 children and adults are being supported by the Board, with 2,203 waivers. The number of people who need residential supports continues to increase. There are 284 people employed in the community. Staff will begin tracking the number of people employed who require no involvement from the Board relative to employment supports. Currently about 75 of the 284 people are in this category.

#### B. OACB DELEGATE ASSEMBLY

The OACB Annual Conference will be held at the Hilton @ Easton in Columbus from November 28<sup>th</sup> – 30<sup>th</sup>. The Delegate Assembly will be held on Wednesday evening. There will be one resolution voted on at the Delegate Assembly to update the OACB annual dues structure for county boards. The OACB dues structure has not been updated since 2006. Summit DD is one of the counties that will experience an increase in 2019 dues, if the resolution passes. The Board need to appoint a Delegate and an alternate and register them in order to have a seat at the Delegate Assembly. After some discussion, the Board nominated Randy Briggs to serve as the Delegate and Superintendent Trunk to act as the alternate.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

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

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

#### C. MISCELLANEOUS UPDATES

Probate Judge Elinore Stormer reappointed Allyson V. Lee to the Board for a term commencing January 1, 2019 through December 31, 2022. Mr. Trunk commented that he is pleased that Mrs. Lee has agreed to continue to serve and thanked her for her service.

Mr. Trunk mentioned that he and Mira Pozna will be presenting Summit DD's 2019 budget proposal to County Council on Monday, November 19<sup>th</sup>.

A new Governor has been elected and there have been discussions around how that may impact county boards. It appears that Governor DeWine's interests are around education, early childhood and creating efficiencies. Mr. Trunk stated he will be reaching out to elected officials to talk about the services and supports provided by the Board, the annual budget and the Long Range Plan.

There have been no discussions yet around who might replace Director John Martin at DODD when his tenure ends in January 2019. There may not be an announcement around cabinet positions until after the first of the year.

Mr. Trunk asked Board Members to consider on which of the three committees (Services & Supports, Finance & Facilities and HR/LR) they would like to serve in 2019. Preferences should be forwarded to Maggi Albright as soon as possible. Current committee assignments remain in place through January 2019. New committee assignments will be made at the January organizational Board Meeting.

The 2019 Board Meeting schedule was distributed. The only change from the previous few years is the November and December meetings are now scheduled for the third Thursday instead of the second Tuesday. 2019 Board Meetings will continue to begin at 5:30 p.m. to allow for 5:00 p.m. in-service training sessions. Mr. Dohnal commented that he finds the in-service trainings very valuable and is glad they are continuing.

Mr. Trunk provided a reminder that a Nominating Committee will be needed to collect a slate of Board Officers for next year. Randy Briggs will appoint a Nominating Committee at the December Board Meeting, with results announced at the January Board Meeting.

MINUTES – combined work session and regular meeting  
Tuesday, November 13, 2018

## **BOARD MEETING** (continued)

### V. PRESIDENT'S COMMENTS

Mrs. Wilkinson mentioned that the holidays are coming up and it is a time to give thanks. She stated it is her privilege to serve on the Summit DD Board. She mentioned she is active on social media and hears stories from parents all over the country who are struggling to have their children seen as worthy individuals. She said she has had to justify the existence of her twin boys, who have Downs Syndrome and are almost nine years of age, and that's a hard thing for a parent. She also noted that she has never had to justify the existence of her daughter, who does not have a disability. Mrs. Wilkinson commented that it is easy to take for granted the support and services provided in Summit County. She said she believes the Board's Mission is amazing and Summit County has set a huge precedent with its Mission, Vision and Values and she is proud to be part of this Board. People are starting to see individuals with disabilities as equal and that's due in part to the incredible work and accomplishments of the people in Summit County; things will only continue to get better.

Mrs. Wilkinson ended with a quote "*Gratitude makes sense of our past, brings peace for today and creates a vision for tomorrow*".

There being no further business, the Board Meeting adjourned at 6:14 p.m.

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Denise Ricks, Secretary