

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

**ANNUAL ORGANIZATIONAL MEETING AND  
COMBINED WORK SESSION/REGULAR MONTHLY MEETING**

# **AGENDA**

Thursday, January 24, 2019  
Administrative Board Room  
**5:30 p.m.**

## **ANNUAL ORGANIZATIONAL MEETING**

- I. CALL TO ORDER – 2018 ORGANIZATIONAL MEETING
- II. ELECTION OF OFFICERS
  - A. PROPOSED: PRESIDENT  
VICE PRESIDENT  
SECRETARY
  - B. ELECTION OF OFFICERS
- III. ETHICS COMMITTEE
- IV. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES
  - A. PROPOSED: FINANCE & FACILITIES COMMITTEE  
HR/LR COMMITTEE  
SERVICES & SUPPORTS COMMITTEE
- V. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT
- VI. ADJOURN ORGANIZATIONAL MEETING

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. FUTURE FACILITIES PLANNING UPDATE

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

- II. SUMMIT 2020 QUALITY OF LIFE PROJECT CONTRACT
- III. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL CONTRACT – SHARED FUNDING POOL

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

- IV. DECEMBER FINANCIAL STATEMENTS
- V. DISPOSAL OF VEHICLES
- VI. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2019 MEMBERSHIP DUES
- VII. DIRECT SERVICE CONTRACT

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. DECEMBER 11, 2018 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. SUMMIT 2020 QUALITY OF LIFE PROJECT CONTRACT
    - 2. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL CONTRACT – SHARED FUNDING POOL
    - 3. DECEMBER FINANCIAL STATEMENTS
    - 4. DISPOSAL OF VEHICLES
  - B. OTHER
    - 1. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2019 MEMBERSHIP DUES
  - C. ETHICS COMMITTEE
    - 1. DIRECT SERVICE CONTRACT
- VII. SUPERINTENDENT’S REPORT
  - A. 2019 BOARD MEMBER IN-SERVICE SCHEDULE
- VIII. PRESIDENT’S COMMENTS
- IX. 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  
☒ 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	
<b>I. Economic Stability and Prosperity</b>	
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
<b>II. Early Childhood **</b>	
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
<b>III. Older Adults</b>	
13	Elder Abuse, Neglect, Self-Neglect, or Exploitation Referrals per 1,000 seniors
<b>IV. Health and Health Disparities</b>	
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
<b>V. Government Efficiency and Effectiveness</b>	
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”**

Summit  
**2020**  
**A Quality of Life Project**

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

**Salaries & Benefits** \$108,862

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
	\$ 21,138	\$ 41,493	\$ 62,631

**TOTAL** \$171,493

**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**

## **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 F

- 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.

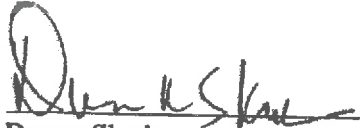
**XVI. HEADINGS**

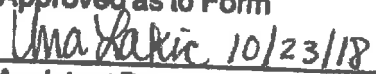
The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

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.

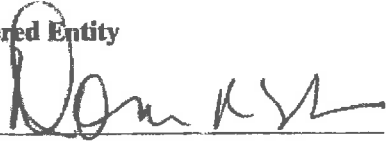
## **SECTION VII – GENERAL PROVISIONS**

- 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 DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE YEARS ENDED DECEMBER 31, 2018 AND 2017**

	12/31/2018				12/31/2017			
	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2017 ANNUAL BUDGET	2017 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 51,456,835	\$ 51,904,190	\$ (447,355)	-0.9%	\$ 50,662,381	\$ 51,022,088	\$ (359,707)	-0.7%
REIMBURSEMENTS	12,301,000	11,944,657	356,343	2.9%	12,485,745	12,154,047	331,698	2.7%
GRANTS	1,250,000	1,706,696	(456,696)	-36.5% <b>1</b>	1,627,402	1,011,767	615,635	37.8%
CONTRACT SERVICES	450,000	69,037	380,963	84.7%	157,110	579,808	(422,698)	-269.0%
REFUNDS	-	29,512	(29,512)	0.0%	-	9,594	(9,594)	0.0%
OTHER RECEIPTS	86,000	222,429	(136,429)	-158.6%	63,243	848,246	(785,003)	-1241.2%
<b>TOTAL REVENUE</b>	<b>\$ 65,543,835</b>	<b>\$ 65,876,521</b>	<b>\$ (332,686)</b>	<b>-0.5%</b>	<b>\$ 64,995,881</b>	<b>\$ 65,625,550</b>	<b>\$ (629,669)</b>	<b>-1.0%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 19,083,932	\$ 17,656,473	\$ 1,427,459	7.5%	\$ 21,676,369	\$ 19,914,731	\$ 1,761,638	8.1%
EMPLOYEE BENEFITS	8,611,271	6,998,470	1,612,801	18.7%	9,624,141	9,059,610	564,531	5.9%
SUPPLIES	708,020	369,285	338,735	47.8%	958,239	597,046	361,193	37.7%
TRAVEL AND TRAINING	315,350	246,451	68,899	21.8%	336,950	319,746	17,204	5.1%
DIRECT CONTRACT SERVICES	9,304,083	9,341,830	(37,747)	-0.4%	7,971,672	8,901,058	(929,386)	-11.7%
INDIRECT CONTRACT SERVICES	2,196,280	1,437,057	759,223	34.6% <b>2</b>	2,158,373	2,043,778	114,595	5.3%
MEDICAID COSTS	28,410,000	28,504,362	(94,362)	-0.3%	26,254,631	28,002,816	(1,748,185)	-6.7%
UTILITIES	642,925	472,402	170,523	26.5%	612,250	563,743	48,507	7.9%
RENTALS	23,600	21,706	1,894	8.0%	142,675	130,216	12,459	8.7%
ADVERTISING	132,000	88,833	43,167	32.7%	132,000	138,295	(6,295)	-4.8%
OTHER EXPENSES	335,250	300,698	34,552	10.3%	363,323	332,218	31,105	8.6%
EQUIPMENT	342,000	232,936	109,064	31.9%	256,000	168,004	87,996	34.4%
REAL PROPERTY IMPROVEMENTS	350,000	33,012	316,988	90.6%	818,680	905,391	(86,711)	-10.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 70,454,711</b>	<b>\$ 65,703,515</b>	<b>\$ 4,751,196</b>	<b>6.7%</b>	<b>\$ 71,305,303</b>	<b>\$ 71,076,652</b>	<b>\$ 228,651</b>	<b>0.3%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (4,910,876)</b>	<b>\$ 173,006</b>			<b>\$ (6,309,422)</b>	<b>\$ (5,451,102)</b>		
<b>BEGINNING FUND BALANCE</b>		<b>BUDGET</b>						
PLUS: REVENUE	\$ 50,547,257		\$ 50,547,257					
LESS: EXPENDITURES	65,543,835		65,876,521					
	(70,454,711)		(65,703,515)					
<b>ENDING FUND BALANCE</b>	<b>\$ 45,636,381</b>		<b>\$ 50,720,263</b>					

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

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

<u>Revenue:</u>		<u>Current Month</u>	
<b>1</b>	Grants:	Multi-system Youth Grant quarterly reimbursement, Medicaid Administrative Claims (MAC) quarterly reimbursement.	\$ 49,900 417,200
<b>2</b>	Indirect Service Contracts:	Annual maintenance and licensing fees for networking equipment.	11,000
<u>Revenue:</u>		<u>Year End Variances</u>	
	Reimbursements:	Actual results from Cost Report Audit settlements and an annual waiver match reconciliation were better than budgeted which helped to offset budget deficits in other areas of Medicaid reimbursements.	
	Grants:	Actual results were better than budget due a 2017 timing difference with Help Me Grow grant reimbursements, and the addition of a Multi-System Youth Grant that was not included in the budget.	
	Contract Services:	Under-budget due to an unanticipated decrease in waivers allocated for needs of the Children Services Board as children are granted alternative supports.	
	Other Receipts:	Better than budget largely due to an additional wellness payment, and higher proceeds from the sale of un-needed or scrap assets.	
<u>Expenditures:</u>			
	Salaries:	Below budget results is a direct effect of transparency with our transition timeline as employees found alternative employment at a faster pace than anticipated.	
	Employee Benefits:	Under-budget results are a direct effect of lower than budgeted salary costs, a 2018 credit for the Medical Mutual one-time binder payment in 2017, and a Workers' Compensation state rebate offsetting the cost of that insurance.	
	Supplies:	Under-budget fuel usage and vehicle repairs with the transition out of transportation services happening faster than anticipated in addition to overall under-budget spending.	
	Indirect Contract Services:	Overall less spending than budgeted with a majority of the savings in the areas of consultants and IT supports.	
	Equipment:	Less computer and computer hardware purchases is the primary reason for the under-budget results.	
	Real Property Improvement:	Generally less spending with the anticipation of an alternative facilities plan.	



**SUMMIT COUNTY DD BOARD  
SUMMARY OF CHANGES IN FUND BALANCE  
SCHEDULE OF OTHER FUNDS  
FOR THE YEAR ENDED DECEMBER 31, 2018**

**Gifts and Donations Fund**

Fund Balance, 1/1/2018	\$ 182,563
Add Revenue:	
Donations	2,033
Interest income	671
	<u>2,704</u>
Less Expenditures	<u>51,735</u>
Ending Fund Balance, 12/31/18	<u><u>\$ 133,532</u></u>

**Permanent Improvement Fund**

Fund Balance, 1/1/2018	\$ 229,405
Add Revenue:	
Day program portion of the 2014 cost report audit settlement	3,078,158
Flow-thru DODD Capital Assistant funds	481,320
	<u>3,559,478</u>
Less Expenditures:	
Flow-thru DODD Capital Assistant funds to SHDC	<u>481,320</u>
Ending Fund Balance, 12/31/18	<u><u>\$ 3,307,563</u></u>

**Escrow Fund - Bid Deposits**

Ending Fund Balance, 12/31/18	<u><u>\$ 6,602</u></u>
* No activity	

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
The disposal of vehicles that are no longer needed to transport person served	Summit DD has vehicles that are no longer needed for the transportation of person served and would like to dispose of them.	That Summit DD's Board approve of the disposal of certain vehicles in accordance with ORC 307.12
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<b>Service Area:</b> Transportation		
As a result of Summit DD's transition out of being a provider for transportation services, Summit DD has vehicles that are no longer needed. In accordance with Ohio Revised Code Section 307.12, Summit DD will either sell or donate the below list of vehicles.		
<b>Vehicle Type</b>	<b>Mileage</b>	
T05 2005 F250 Ford Pickup	44,075	
T06 2015 F250 Ford Pickup	2,655	
105 2008 C-2 Freightliner	134,409	
107 2008 C-2 Freightliner	134,540	
111 2008 C-2 Freightliner	132,726	
289 2008 C-2 Freightliner	144,605	
SV20 2011 E350 Ford Van	75,286	
SV24 2011 E350 Ford Startrans	103,075	
SV25 2011 E350 Ford Startrans	120,614	
299 2014 E450 Ford Eldorado	53,307	
300 2014 E450 Ford Eldorado	64,501	
301 2015 E450 Ford Eldorado	49,394	
302 2015 E450 Ford Eldorado	60,841	
303 2015 E450 Ford Eldorado	47,436	
304 2015 E350 Ford Eldorado	40,077	
305 2015 E350 Ford Eldorado	36,966	
<b>Recommended for approval by the January Finance &amp; Facilities Committee</b>		

Submitted By: Drew WilliamsDate: 1/2019
 For:        Superintendent/Assistant Superintendent  
  X   Finance & Facilities Committee  
       Services & Supports Committee  
       HR/LR Committee

INVOICE

OACB

73 E Wilson Bridge Road, Suite B1  
Worthington, OH 43085

Date	Invoice #
12/4/2018	2019Dues-77

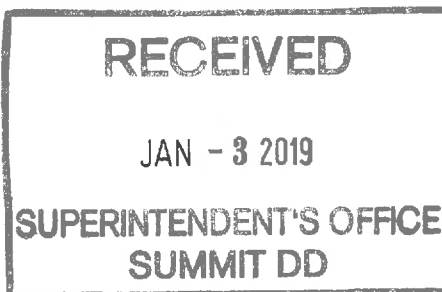
Bill To
Summit CBDD 89 E. Howe Road Tallmadge, OH 44278

P.O. No.

Description	Amount
2019 OACB Membership Dues	92,700.00
Thank you for your support! Please include the invoice number on your checks payable to OACB.	
<b>Total</b>	
\$92,700.00	
<b>Payments/Credits</b>	
<b>Balance Due</b>	
\$92,700.00	

December 20, 2018

John Trunk  
Summit County Board of DD  
89 E Howe Ave  
Tallmadge, Ohio 44278



Dear Superintendent Trunk,

On behalf of the board of trustees and staff of the Ohio Association of County Boards of DD, thank you for being a member of Ohio's premier trade association for developmental disability professionals in 2018.

Over the past 12 months, we have accomplished a great deal together:

- We led the way on several major legislative and policy initiatives that had an immediate, direct, positive impact on county board operations, including the overhaul of Ohio's broken waiver waiting list process and the passage of a bill guaranteeing a full year of service credit for 9- and 10-month county board employees in the state's public employee retirement system.
- We helped to increase the quality, sustainability, and availability of services for people with developmental disabilities across the state by working together on many local challenges facing county boards, including issues related to financial forecasting, individual service planning, abuse prevention, crisis communications, early intervention, and community integration, among others.
- We collaborated and planned for our collective future at more trainings, regional meetings, and forums throughout the year than ever before, bringing together current and future leaders at our year-long executive development series, three SSA Forums, more than two dozen regional support meetings, and Ohio's two largest annual professional development conferences—the Spring Conference and the Annual Convention—the latter of which hosted more than 1,000 attendees over a three-day period.

While we accomplished many great things together in 2018, we know that—as in years past—the year ahead holds even greater promise. We are in the midst of finalizing our agenda for the incoming administration of Governor-elect Mike DeWine and the newly-elected 133<sup>rd</sup> General Assembly, which will include the introduction and consideration of the state's next two-year budget. We are creating new and exciting content for upcoming professional development events, and have already scheduled technical assistance appointments throughout the first quarter of the year across the state.

None of this is possible without your continued support as members of OACB. As is customary, your membership dues invoice is enclosed. Please note that – per a vote of the membership at the Delegate Assembly in November – all counties have had their enrollment numbers updated from 2006 levels to 2018 levels for the purpose of assessing membership dues this year. The enclosed invoice reflects the updated dues amounts that have been distributed and discussed over the past several months.

If you have any questions or require any additional information prior to processing your membership dues payment, please do not hesitate to contact me at the information below. It has been a pleasure to serve you in 2018—we look forward to working alongside you in the coming year to continue supporting people with developmental disabilities and their families.

Sincerely,

A handwritten signature in black ink that reads "Bridget Gargan".

BRIDGET GARGAN  
Executive Director

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

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

Submitted By: John TrunkFor:        Superintendent/Assistant SuperintendentDate: December 2018

       Finance & Facilities Committee  
       Services & Supports Committee  
       HR/LR Committee  
  X   Ethics Committee

## **ETHICS COMMITTEE MEETING**

### **December 11, 2018**

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

The meeting commenced at 6:58 p.m. The role and purpose of Ethics Committee was reviewed.

I. Review of Direct Service Contracts

Yolanda Mahoney is a Summit DD employee who is also employed by Total Education Solutions, a contract Agency of Summit DD. The committee reviewed the affidavit submitted by Ms. Mahoney regarding her specific employment circumstances and the requirements under ORC 5126.033.

II. Recommendations to the Board

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

There being no further business, the meeting was adjourned at 7:01 p.m.

MINUTES – combined work session and regular meeting  
Tuesday, December 11, 2018

Summit County Board of Developmental Disabilities

**MINUTES – draft**

Tuesday, December 11, 2018  
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Tuesday, December 11, 2018 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:31 p.m.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

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

I. SUMMIT 2020 QUALITY OF LIFE PROJECT CONTRACT

Summit 2020 Quality of Life Project is a collaboration between Summit County Job & Family Services (SCDJFS) and nonprofit health and social services agencies to serve the most vulnerable citizens of Summit County. Summit 2020 has been in place since 2002 and is a priority of County Executive Ilene Shapiro with oversight of the project delegated to the Social Services Advisory Board (SSAB). The contract is managed by the Summit County Combined General Health District with SCDJFS, Summit DD, Summit County ADM Board and Summit County Children's Services Board (CSB) sharing equally in the cost of the Agreement. The primary indicators and initiatives are:

- Economic stability and prosperity
- Early childhood
- Older adults
- Health and health disparities
- Government efficiencies and effectiveness

MINUTES – combined work session and regular meeting  
Tuesday, December 11, 2018

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

### **I. SUMMIT 2020 QUALITY OF LIFE PROJECT CONTRACT *(continued)***

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 the 22 indicators
- Implementing plans to strengthen public health and social service infrastructure
- Strengthening collaborations between public health and social service provider and systems

It will be a priority of the directors of the three levy funded agencies (Summit DD, ADM Board, CSB) to integrate more agency priorities into the Summit 2020 Plan and to assure the Plan reflects more initiatives of those agencies. Mrs. Lee asked if the initiatives are already in place, how are Summit DD's interests incorporated into the process. Mr. Trunk replied as an example, there have been discussions around overall health and fitness by decreasing BMIs and seeking grants around addressing these issues for people with disabilities. As measures are documented, all citizens of the community are being considered and data is being shared among the social services agencies. Mr. Quade stated as the health department compiles data, sharing the data is part of the charge to ensure disparities are identified and addressed. Summit DD collects so much data that can be folded into the work that already exists. Mr. Trunk mentioned that he met with the data analysts for this project and they were very receptive to collecting Summit DD's data and sharing information. Staff are taking advantage of the opportunity to be part of these discussions. The request is to renew funding support for Summit 2020 for the two-year period of January 1, 2019 through December 31, 2020, for the total contract amount not to exceed \$65,000. Funds are available in the budget and the Summit 2020 contract has been recommended for approval by the December Finance & Facilities Committee.

### **II. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL (SCFCFC) CONTRACT – SHARED FUNDING POOL**

Family & 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 SCM 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 through the SCM, a team of professional from child-serving agencies in Summit County meet 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 serving a complex youth/family
- Refer families for wrap around/service coordination



MINUTES – combined work session and regular meeting  
Tuesday, December 11, 2018

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

### II. SUMMIT COUNTY FAMILY & CHILDREN FIRST COUNCIL (SCFCFC) CONTRACT – SHARED FUNDING POOL *(continued)*

- 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

So far in 2018, there were 60 referrals for wrap around/service coordination, 20 referrals for case consultation, 56 funding requests for community-based services and 13 funding requests for out of home placement. The request is to continue to participate in the shared pool agreement for the period January 1, 2019 through December 31, 2019, in an amount not to exceed \$110,700. Funds for this contract will be pooled from CSB in the amount of \$171,245, the ADM Board in the amount of \$145,431, Juvenile Court in the amount of \$131,084 and Summit DD in the amount of \$110,700. Summit DD will have two staff members who serve as part of the SCFCFC and will have access to bring any Board-eligible child/family case to the committee for support and funding recommendations. Funds are available in the budget and the Summit County Family & Children First Council contract has been recommended for approval by the December Finance & Facilities and Services & Supports Committees.

### III. 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

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

MINUTES – combined work session and regular meeting  
Tuesday, December 11, 2018

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

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

- 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 was held on 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.

### IV. 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.

### V. 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.

MINUTES – combined work session and regular meeting  
Tuesday, December 11, 2018

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

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

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. Funds are available in the budget and the NEON contract has been recommended for approval by the November Finance & Facilities and Services & Supports Committees.

### **VI. 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. 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. Lee asked if the cost of this contract is negotiable. Mr. Briggs stated there is a methodology for what is charged and the cost is to make beds available. Many times beds are not available and this contract ensures that beds will be available if/when they are needed. Mr. Trunk added the overall cost of this contract has gone down due to reduction in bed use. Mrs. Brugh noted that rates were negotiated and reduced last year and mentioned that the contract covers staffing costs, housing and services while individuals are utilizing the program. 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.

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

### **VII. 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 \$456,500. 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 and was discussed again at both committees in December to review the additional \$6,500 for the CPI program.

### **VIII. 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. 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. 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.



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

### **IX. 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.

### **X. 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. Mr. Briggs asked if the licenses cover staff only. Mr. DuPlain replied the licenses are unlimited use. 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.

### **XI. 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.

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

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

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.

### **XII. NOVEMBER FINANCIAL STATEMENTS**

Revenue for November reflects reimbursements of the quarterly Medicaid Administrative Claims (MAC) in the amount of \$351,100, and the MAC portion of the FY 2014 cost report audit settlement of \$46,700. The TANF Summer Youth Employment Program reimbursement of \$177,700 was also received, as well \$89,200 for quarterly Title XX reimbursement. Proceeds of \$18,100 from the sale of seven busses and \$5,900 in proceeds from the two auctions at the Tallmadge Center were also received in November. Expenditures for the month included \$50,000 for the Volunteer Guardian Program, \$33,100 to ComDoc for technical support and annual maintenance and licensing fees for software systems totaling \$95,300. The November balance in the permanent improvement fund is \$3,307,563. November ended with a balance of \$1,929,141 and a fund balance of \$52,476,398. The November Financial Statements have been recommended for approval by the December Finance & Facilities Committee.

The work session adjourned at 6:12 p.m.

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## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:12 p.m.

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

Mr. Quade asked relative to annual contracts, to what extent are staff being intentional and evaluating the purpose of the contracts. He stated he is not advocating for change but wants to ensure that each contract is being reviewed for efficiencies and effectiveness. Mr. Trunk responded that all contracts are reviewed several months in advance of being presented to committees and to the Board. Some of the things reviewed are return on investment, priority of need and alternative options. Directors have conversations with their teams about the contracts and there are also discussions at the leadership level. Mr. Quade noted the volume of paper in the Board packets and stated that most is for contracts. He suggested that the Topic Summary Reports (TSR) may be all the Board needs and recommended leaving it to the discretion of the Superintendent whether or not to include the entire contract in Board packets. Mrs. Lee stated she would like to retain the level of detail the Board is currently receiving. Mr. Briggs added he would also like to continue receiving full contracts and information to review. However, when topics are reviewed at committees, it may not be necessary to present the full contract again in Board packets. Mrs. Gaugler suggested contracts be presented for first read but then present TSRs only for second reads. Mr. Briggs stated that it is the purview of the Superintendent relative to what information he wants to present to the Board. Mr. Trunk asked the Board about receiving information electronically. Brief discussion followed and most Board Members indicated they did not prefer to receive information electronically.

Mr. Briggs stated that a Nominating Committee will be necessary to collect information relative to Board Members' interest to serve in officer positions for 2019. He asked Mr. Quade and Mrs. Ricks to serve as the Nominating Committee. Both agreed. Mr. Briggs announced that while he will remain on the Board, he will not be a candidate for an officer position in 2019.

### **II. PUBLIC COMMENT**

Leslie Frank, a parent and Summit DD staff, mentioned there are three people remaining at the Cuyahoga Falls Center through Friday. She was pleased to note that all people on her caseload have found providers and all seem happy with their choice, with the exception of one person who currently has some medical concerns. She wished everyone a Merry Christmas and a happy 2019.

MINUTES – combined work session and regular meeting  
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## **BOARD MEETING** *(continued)*

### III. APPROVAL OF MINUTES

#### A. NOVEMBER 13, 2018 (combined work session and regular meeting)

##### RESOLUTION

No. 18-12-01

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

### IV. BOARD ACTION ITEMS

#### A. FINANCE & FACILITIES COMMITTEE

##### 1. SUMMIT DD 2019 ACTION PLAN

##### RESOLUTION

No. 18-12-02

Mrs. Lee moved that the Board approve the Summit DD 2019 Action Plan, as presented in attachment #3. The motion, seconded by Mr. Quade, was unanimously approved

##### 2. DEPARTMENT OF JOB & FAMILY SERVICES CONTRACT FOR ONSITE ASSISTANCE

##### RESOLUTION

No. 18-12-03

Mr. Quade moved that the Board approve a contract with the Summit County Department of Job & Family Services to provide onsite assistance for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Seventy Eight Thousand Dollars (\$78,000), as presented in attachment #4, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Lee, was unanimously approved.



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

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

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

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

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

No. 18-12-04

Mrs. Ricks moved that the Board approve a contract with North East Ohio Network for fiscal administration of the Family Engagement Program and for Summit DD annual dues, for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Six Hundred Thousand Dollars (\$600,000), as presented in attachment #5, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

#### 4. ORIANA HOUSE CONTRACT – ALTERNATIVE ENVIRONMENT PROGRAM

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

No. 18-12-05

Mrs. Gaugler moved that the Board approve a contract with Oriana House for the Alternative Environment Program for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Ninety Five Thousand Dollars (\$95,000), as presented in attachment #6, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Dohnal, was unanimously approved.

#### 5. SUCCESS4KIDZ CONTRACT

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

No. 18-12-06

Mr. Dohnal moved That the Board approve a contract with Success4Kidz to provide consultative services for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Four Hundred Fifty Six Thousand Five Hundred Dollars (\$456,500), as presented in attachment #7, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

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

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

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

##### 6. SUMMIT COUNTY SHERIFF CONTRACT

###### RESOLUTION

No. 18-12-07

Mrs. Wilkinson moved that the Board approve a contract with the Summit County Sheriff's office to provide security and criminal investigation services for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Two Hundred Thirty Nine Thousand Six Hundred Sixty Dollars (\$239,660), as presented in attachment #8, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Lee, was unanimously approved.

##### 7. GARDINER CONTRACT

###### RESOLUTION

No. 18-12-08

Mrs. Lee moved that the Board approve the request to enter into contracts with Gardiner for annual maintenance and HVAC repairs for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Fifty Nine Thousand Nine Hundred Ninety Two Dollars (\$59,992), as presented in attachment #9, and that the Superintendent be authorized to sign said contracts. The motion, seconded by Mr. Quade, was unanimously approved.

##### 8. PRIMARY SOLUTIONS CONTRACT

###### RESOLUTION

No. 18-12-09

Mr. Quade moved that the Board approve the request to enter into contracts with Primary Solutions for annual maintenance and licensing fees for the period January 1, 2019 through December 31, 2019, in an amount not to exceed Sixty Seven Thousand Nine Hundred Seventy Five Dollars (\$67,975), as presented in attachment #10, and that the Superintendent be authorized to sign said contracts. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

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

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

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

##### 9. DISCOVERY CONTRACTS: HATTIE LARLHAM AND HELP FOUNDATION

###### RESOLUTION

###### No. 18-12-10

Mrs. Ricks moved that the Board approve contracts with Hattie Larlham and the HELP Foundation to provide Discovery assessments for the period January 1, 2019 through June 30, 2019, for the combined total amount not to exceed Sixty Thousand Dollars (\$60,000), as presented in attachment #11, and that the Superintendent be authorized to sign said contracts. The motion, seconded by Mrs. Gaugler, was unanimously approved.

##### 10. NOVEMBER FINANCIAL STATEMENTS

###### RESOLUTION

###### No. 18-12-11

Mrs. Gaugler moved that the Board approve the November Financial Statements, as presented in attachment #12. The motion, seconded by Mrs. Wilkinson, was unanimously approved.

### V. SUPERINTENDENT'S REPORT

#### A. MISCELLANEOUS UPDATES

Mr. Trunk reminded Board Members to submit their preferences to Maggi Albright relative to 2019 committee assignments. New assignments will be made at the January 2019 Board Meeting.

A list of potential 2019 in-service topics for the Board is being compiled. Some of those topics include: Health and Safety, Waiting List, Budget Update, Accreditation, Remote Supports/Assistive Technology, etc.

Mr. Trunk noted the recent OACB Annual Conference was well attended and was a very good event with valuable content. There was one resolution around an update to the annual dues structure at the Delegate Assembly. The resolution passed unanimously. The overall theme of the conference was future planning and looking forward. It is a challenge to begin rethinking some of the long-standing assumption and the role of county boards. An explosion of technology and technical supports is now available and boards will need to think outside the box.

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

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

#### A. MISCELLANEOUS UPDATES *(continued)*

The culture and community are changing and the workforce and how services are provided need to be looked at differently. Mr. Trunk noted that Randy Briggs, Tami Gaugler and Dave Dohnal attended the conference. There was a very proud moment for Summit County at the conference when Dave Dohnal was presented with the Distinguished Service Award for representing a large county. Superintendent Trunk was honored to be able to present the award to Mr. Dohnal. Mr. Trunk gave Mr. Dohnal a framed photo of him receiving the award at the event. Mr. Trunk noted that Mr. Dohnal also received a letter of congratulations from Summit County Prosecutor Sherri Bevan-Walsh for receiving this prestigious award. Mr. Dohnal's wife and daughter surprised him by attending the awards ceremony. Mr. Briggs commented this was the first time he has ever seen Mr. Dohnal at a loss for words. Mr. Dohnal said that when he thinks about the thousands of those we support and protect, it is an honor, and very humbling, to receive this award and there has not been anything that has measured up to this recognition. He also stated he was flattered that so many people from Summit County were present to support him. He thanked everyone for their support.

Mr. Trunk mentioned that he, Lisa Kamlowksy, Mira Pozna and Holly Brugh will be meeting with DODD Director Martin in mid-January to request several of the state-funded I/O waivers. He said staff are able to make a strong case for this request and he is hopeful the Director will award additional waivers to Summit County.

Mr. Trunk announced that tonight is Lynn Sargi's last Board Meeting; she has accepted a position with the Cleveland Library system as the Director of Human Resources. Ms. Sargi joined Summit DD in 2011 and brought an expertise in staff recruitment, staff development, benefits administration, and many other areas and has raised the bar. She has served on regional and state-wide HR groups and he regularly hears about her contributions. She has pushed staff to increase conversations around diversity and competencies and was a big part in the development of the 2019 Action Plan. Ms. Sargi's last day is January 11<sup>th</sup> and he wished her the best of luck.

### VI. PRESIDENT'S COMMENTS

Mr. Briggs offered congratulations to the leadership team and all staff for successfully completing a challenging year. Goals were accomplished and the bar continues to be raised. He stated that Ms. Sargi will be missed, that she has done a fantastic job and the Board hates to lose her. He congratulated Ms. Sargi and wished her well in future endeavors.

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

### VI. PRESIDENT'S COMMENTS *(continued)*

Next year will be even better as exciting opportunities are presented, such as artificial intelligence in the workplace and how that might work to support the Board's customers. Mr. Briggs stated he is proud to be a Board Member in Summit County and noted that Summit County makes a big impact around the State. He commented that Mr. Dohnal's Distinguished Service Award is well deserved and the amount of time and effort that Mr. Dohnal contributes to enhance the lives of people with disabilities is second to none in the State. He is proud to have Mr. Dohnal represent Summit DD around the State and in our community. Mr. Briggs wished everyone safe holidays and a Happy New Year.

### VII. EXECUTIVE SESSION

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

##### No. 18-12-12

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

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

The regular session of the Board Meeting adjourned at 6:36 p.m.

The Board entered Executive Session at 6:41 p.m.

The Board Meeting reconvened at 6:54 p.m.

### VIII. ADDITIONAL ACTION ITEM

#### A. EMPLOYMENT CONTRACT EXTENSION – JOE ECK

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

##### No. 18-12-13

Mr. Quade moved that the Board approve a contract of employment for Joe Eck, Director of Labor Relations & Risk Management, for the period April 21, 2019 through April 20, 2021. The motion, seconded by Mrs. Gaugler, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:56 p.m.

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Denise Ricks, Secretary

**2019 BOARD IN-SERVICE TRAINING**

<b>MONTH</b>	<b>TOPIC</b>	<b>PERSON RESPONSIBLE</b>	<b>LENGTH PRESENTATION</b>
<b>JANUARY</b>	Our Journey Forward Update (persons served)	Drew Williams	All to be 30 minutes in length
<b>FEBRUARY</b>	Accreditation	Drew Williams	
<b>MARCH</b>	MUI: Health & Safety	Billie Jo David	
<b>APRIL</b>	Collaboration with other Agencies	Drew Williams & Holly Brugh	
<b>MAY</b>	Intake/Eligibility	Holly Brugh	
<b>JULY</b>	IT – Future Planning/Needs	Russ DuPlain	
<b>AUGUST</b>	Budget Update	Mira Pozna	

<b>SEPTEMBER</b>				
<b>OCTOBER</b>	Remote Supports/Assistive Technology	Holly Brugh & Drew Williams		
<b>NOVEMBER</b>				
<b>DECEMBER</b>	Waivers/Waiting List	Holly Brugh		

**\*\* 2019 mandatory DODD in-services topics (not yet identified)**