

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

AGENDA

Thursday, April 25, 2019
Administrative Board Room
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. COMDOC CONTRACTS
- II. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
- III. SUMMIT DD SUMMER YOUTH WORK PROGRAM
- IV. MINUTE MEN STAFFING SERVICES CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- V. VOLUNTEER GUARDIAN PROGRAM CONTRACT

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- VI. MARCH FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. MARCH 28, 2019 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. VOLUNTEER GUARDIAN PROGRAM CONTRACT
 - 2. MARCH FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
 - A. CENSUS
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for support contracts in 2019	Custom consulting solution and annual maintenance & licensing for document management system	The Board approve the request to enter into contracts with ComDoc in 2019 for an amount not to exceed \$168,224

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$168,224 in 2019

Summit DD is continuing to work with ComDoc to provide customized technical support and consulting as we expand document management and paperless processes in our organization. ComDoc was the vendor chosen at the end of 2014 to implement our document management solution. Processes have been implemented to streamline Early Intervention, Day Services Billing, Intake, MUI, Fiscal, HR, Records, and many others.

Work is currently in progress for processes in SSA, Administration, Fiscal, and HR. These and other areas will be in scope in the remainder of 2019. There is \$120,000 budgeted for this consulting work in 2019, and we have spent \$39,938 year-to-date. Based on needs for the remainder of the year, we intend to enter into new consulting contracts for an amount of \$79,562.50, which would bring the total amount spent on consulting to \$119,500.50.

Recurring expenses with ComDoc include annual maintenance for the software packages used for our document management environment for \$28,224 and support for some of our printers. We will also be purchasing licenses to enable external-facing functionality on the system to support MUI, Intake, and Communications processes. These additional licenses are expected to be \$15,000 or less. Lastly, the cost for printer support, which is based on actual usage, is expected to be less than \$5,000 for the year.

Consulting	\$120,000
Existing licensing annual maintenance	\$28,224
Additional licenses and maintenance	\$15,000
Printer support	\$5,000
Total	\$168,224

The total cost of annual software maintenance, printing, and all statements of work will be a maximum of \$168,224 in 2019, and funding is available in the 2018 budget.

It is recommended that the Board approve the request to enter into contracts with ComDoc in 2019 for an amount not to exceed \$168,224.

Submitted By: Russ DuPlain

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

Date: April 2019

 Services & Supports Committee

 HR/LR Committee

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



County of Summit Developmental Disabilities Board Block of Hours Statement of Work

This Statement of Work is made by and between:

**ComDoc
3458 Massillon Rd.
Uniontown, OH 44685
(hereinafter "ComDoc")**

and

**County of Summit Developmental
Disabilities Board
89 E Howe Rd
Tallmadge, OH 44278
(hereinafter "Client")**

This Statement of Work shall be governed by, and is an integral part of, the Master Services Agreement (MSA) effective "Date" between ComDoc and "Client". In the event of conflict between this Statement of Work and the Master Services Agreement, the terms and conditions of the MSA shall prevail unless specifically and purposely modified by herein.

This Agreement expressly supersedes and replaces all Proposals and/or Statement of Works (whether oral or written) and any other communications between ComDoc and the Client relating to the subject matter of this Agreement.



I. ComDoc Project Team and Roles

ComDoc will engage the following resources for this project:

Name	Role	Effort
Jason Wilson	Project Manager:	Project Communications Scope Management
Zach Kemppe/Brad Magyar	Project Analyst:	Process review Technology review
Matt Molnar	Account Manager	Sales

II. Assumptions

The following are assumptions upon which this Statement of Work (SOW) is based:

- Client will identify a Project Manager/Owner as a Primary Contact for this project Client will establish a Project Steering Committee for this project
- Client will ensure support and participation from all project stakeholders
- Client will comply to the agreed upon project schedule
- If available, Client will share current state documentation
- Project work will be done both on-site and off-site
- Each Project Phase when completed will be signed off on by both parties
- Any changes to this (SOW) will be documented in a Change Request Form and will be agreed to and signed off on by both parties.
- Submission of a Change Request (by the customer) does not imply that the change will be made.
- ComDoc will configure necessary scanning on MFP's and/or scanners under a ComDoc maintenance contract. Configuration of devices not under a ComDoc maintenance contract will not be the responsibility of ComDoc.
- Client will be responsible for providing proper access to any pertinent databases, as well as the appropriate tables and views etc.
- Remote access (Assisted or Unassisted) to Servers will be provided to ComDoc, by the Client. If this access cannot be granted, additional Implementation and Maintenance costs may be required. Windows updates for all servers and workstations will be the responsibility of the client.
- Configuration and Maintenance of scanners or MFP's not under a ComDoc Maintenance contract, will be the responsibility of the Client.



III. Travel Expense Reimbursement

In addition to the payment for the project, Client will pay all actual, reasonable, documented travel related expenses incurred by ComDoc in connection with the provision of the Services in accordance with the terms of the Master Services Agreement. ComDoc adheres to the following travel policy and makes travel arrangements and accommodations in accordance with the travel policy as follows. **If Client requires ComDoc resources to travel beyond the standard daily trips to Client site(s) the following travel rules will be followed:**

- **Airfare** - All travelers are required to travel at the lowest reasonable cost. Every attempt will be made to book travel requirements at least two weeks in advance. On domestic flights, travelers are required to travel coach class.
- **Hotel** – Client or ComDoc will provide a list of hotels and corporate apartments where discounted rates have been negotiated. All travelers will be expected to stay at these locations when reasonably available.
- **Car Rental/Personal Car** - Traveler may only rent mid-size "intermediate" or compact cars. Every attempt will be made to reduce the number of rental cars by combining 2 or 3 consultants in one rental car whenever possible. If a personal car is used, mileage will be reimbursed at the current Internal Revenue Service standard mileage rate. Tolls and parking fees will also be reimbursed.
- **Meals** – Travelers will be reimbursed for reasonable expenses for breakfast, lunch and dinner while working at a location other than the traveler's normal office location. For meal allowances and incidental expenses, ComDoc will be reimbursed up to \$50.00/per day, per consultant in the continental United States.

All expenses must be documented with the original receipt for the expense. These receipts will be retained by ComDoc and copies provided to Client upon request.



IV. Project Objectives

This block of Professional Service will be provided by ComDoc (Not the Manufacturer) and will be used on the tasks detailed below, as well as future projects. The block of hours will prepaid (invoiced up front), and drawn from as used. Any remaining balance will be available to be used in future months, until it is consumed.

Services will be provided at 2 rates as listed below.

Total Professional Service Dollars Allocated: \$79,562.50

Technical Rate = \$149.15. This rate will be used for any time spent configuring the system(s) or for training IT staff on how to configure the product.

Non-Technical Rate = \$71.25. This rate will be used for time spent in planning meetings or for end user training.

All time will be tracked using a Spreadsheet. The spreadsheet will provide an itemized list of the tasks completed, date of completion, the time required to do so, and the rate at which the work was completed. The Client will be asked to sign off on this summary each month.

Tasks: JobRouter and DocuWare work



V. Acceptance

The above summary and referenced addendums are agreed to and accepted as the Scope of this Project, by a duly authorized officer of each party on behalf of such party as of the Effective Date set forth in the Master Service Agreement.

ComDoc

Signed:

Name (printed):

Title:

Date:

Client

Signed:

Name (printed):

Title:

Date:

COMDOC PREMIER SOLUTIONS AGREEMENT

THIS COMDOC PREMIER AGREEMENT (this "Agreement") is by and between ComDoc, Inc. with its principal place of business at 3458 Massillon Rd., Uniontown, OH 44685 ("Provider") and County of Summit Developmental Disabilities Board (Client Name) with its principal place of business at 89 E Howe Rd, Tallmadge, OH 44278 ("Client"). Provider and Client are sometimes referred to individually as a "Party" and collectively as the "Parties".

BILLING INFORMATION			
LEGAL NAME: County of Summit Developmental Disabilities Board			
ADDRESS: 89 E Howe Rd			
CITY: Tallmadge	STATE: OH	ZIP: 44278	
BILLING CONTACT NAME: Russ DuPlain			
CONTACT PHONE: (330) 634-8839		CONTACT EMAIL: rduplain@summitdd.org	

WHEREAS, Provider is in the business of delivering professional services, including, but not limited to, programming services and software installation; and **WHEREAS**, Client wishes to obtain certain professional services from Provider from time to time on the terms set forth herein;

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound agree as follows:

1. Hardware and Software purchases:

HARDWARE AND SOFTWARE PURCHASES				
	QTY	Description	Price	Extension
1				
2				
3				
4				
Total (plus tax)				
<input checked="" type="checkbox"/>	N/A See SOW for billing, project completion and sign-off.			

2. Cloud Based Software purchases:

CLOUD AND TERM BASED SOFTWARE SOLUTIONS		
Description	Term in Months	Price/month (plus Tax)
Details:		
<input checked="" type="checkbox"/>	N/A See SOW for billing, project completion and sign-off.	

3. Professional Services:

PROFESSIONAL SERVICES AND IMPLEMENTATION	
Description	Price
Block of Hours - Professional Services for 500 Technical Hours at \$149.15 per hour, and 70 Consulting Hours at \$71.25 per hour	\$79,562.50
See SOW for billing, project completion and sign-off.	
If Professional Services are not included, Client agrees to be billed separately for implementation of Items in Sections 1 and 2.	

4. Premier Maintenance:

PREMIER MAINTENANCE AND SUPPORT		
Description	Term in Months	Price/month (plus Tax)
<input checked="" type="checkbox"/> N/A See SOW for billing, project completion and sign-off.		
If Premier Maintenance and Support is not included, Client agrees to be billed on a per call basis for all break/fix assistance and upgrades		

5. **Software Finance Agreement:** If any combination of software purchases (Section 1) and/or Professional Services (Section 3) are financed on Provider's Software Finance Agreement, complete the Software Finance Agreement and attached it the Agreement along with the fully completed and executed Statement of Work.
6. **Hardware and Software Purchases:**
- a) **Acceptance and Non-Cancellation:** Purchases under this Agreement shall become binding upon the client's execution of this Agreement and may not be cancelled or altered thereafter without the Provider's written consent.
 - b) **Delivery and Installation:** Unless specified otherwise, the Provider shall deliver and install the goods and services at the location specified on page 1 unless: (1) Client has not made available at that address a suitable place of installation as specified by the Provider; (2) Client is responsible for their network environment and server requirements; (3) the Goods are to be delivered to a location outside of the Provider's service area. All risk of loss will transfer to the Client upon delivery.
7. **Premier Maintenance and Support includes the following:**
- a) **Software Support:** shall consist of Services applied to support, reconfigure, upgrade or troubleshoot Client's software. Software Support may be delivered either via on-site or remotely, at Provider's discretion.
 - i) Payment of support agreements with software manufacturers or publishers for the items listed in Sections 1 and 2 on page 1 are included with Premier Solutions, however Client agrees that said agreements are provided by and pursuant to the terms of the manufacturer or publisher of the software.
 - ii) Client agrees that Client will maintain separate support agreements with software manufacturers or publishers for any items not listed in Sections 1 and 2 on page 1.
 - iii) Client acknowledges that if Client alters or performs any Software Support or allows anyone other than Provider to alter or perform any Software Support on any machines or systems that are hosting or being used with software, Provider is not responsible for the consequences of such actions, and Client may be charged at the Provider's standard Professional Services hourly rate for all labor related to the consequences of such actions.
 - b) **Help Desk:** shall consist of Provider making available to Client the capacity to enter Software Support requests via telephone or email.
 - c) **Software Updates:** shall consist of applying all appropriate patches and updates to software in a reasonable amount of time. Provider shall determine when Software Updates are appropriate and what constitutes a reasonable amount of time.
 - i) Client acknowledges that if Client requests Software Updates that Provider considers inappropriate, or wishes to have Software Updates applied before Provider deems them safe, Provider is not responsible for the consequences of such actions, and Client may be charged at the Provider's standard Professional Services hourly rate for all labor related to the consequences of such actions.
 - ii) Furthermore, if Client alters or performs Software Support, or allows anyone other than Provider to alter or perform any Software Support on any machines or systems that are hosting or being used with software, Provider is not responsible for the consequences of such actions, and Client may be charged at the Provider's standard Professional Services hourly rate for all labor related to the consequences of such actions.
 - d) **Secure Remote Administration:** shall consist of Provider utilizing remote technologies to securely administer and troubleshoot Client software issues.
8. **Nature of Premier Maintenance and Support:** Premier Maintenance and Support is intended to cover the maintenance for software only. It is not intended to cover any hardware replacements (such as purchasing servers, laptops, etc.) or repairs, materials, equipment, consumables, or any labor related to projects other than the proper maintenance of the Software listed in Section 1. Provider offers other Services, including additional hardware, software and related labor; however, any other Services or merchandise provided outside of the scope of Premier Services and Support will be at the normal rates
9. **Professional Services:**
- a) **Services:** Provider will provide professional services (the "Services") set forth in one or more Statements of Work (each, an "SOW"). The initial SOW is attached as Schedule A hereto, and made a part of this Agreement. Each subsequent SOW must be executed by both parties to be effective. Each such executed SOW shall then be attached to and made a part of this Agreement. In the event of any conflict between a SOW and this Agreement, this Agreement shall prevail, unless the SOW expressly states that the parties intend to override any such conflicting term in this Agreement.
 - b) **Project Services:** Provider will provide all labor related to software implementation, software migration, software configurations, software deployments, or other projects that Provider and Client agree are to be completed in Client's environment. Project Services may be delivered via on-site or remote work, at Provider's discretion.
 - c) **Manner of Performance:** Provider will retain the sole and exclusive right to control or direct the manner or means by which the Services are performed. Provider may subcontract any or all of its obligations and rights under this Agreement.
 - d) **Commencement:** The initial Services will commence as soon as reasonably practical following Provider's receipt and acceptance of a signed copy of this Agreement. Any future Services will commence as soon as reasonably practical after the parties have executed a SOW for such Services.
 - e) **Ownership:** Client agrees that all inventions, improvements, discoveries, or developments, including but not limited to all deliverables, specifications, designs, documentation, and other materials developed or authored by Provider, that Provider may make or conceive, either solely or jointly with others, whether arising from Provider's own efforts or suggestions received from any other source, and arising out of the Services provided under this Agreement, are the sole property of Provider. To the extent that Client would have a claim to any such rights, Client hereby Irrevocably grants, conveys, and assigns to Provider all such rights therein, including but not limited to all patents, copyrights, trade secrets, and all other proprietary rights.
 - f) **Right to Develop Independently:** Client understands and acknowledges that Provider is in the business of developing products and providing consulting services similar to those provided for Client for other parties generally based upon the same computer software, tools and knowledge base. Client agrees that nothing in this Agreement will impair Provider's right to provide the same services or develop for itself or others deliverables substantially similar to, or performing the same or similar functions as, the Services under this Agreement.
- g) **CLIENT RESPONSIBILITIES**
- i. **Cooperation:** Client shall cooperate with and assist Provider by providing to Provider such information and such access to Client's personnel, facilities, equipment, databases, software, and other resources as Provider may reasonably request, including those tasks and responsibilities communicated in writing outside of this Agreement.

- ii. **Availability:** Client shall ensure the availability of its broadcasting signal (analog and/or digital), and internal computing networks and environments as necessary to support the Services set forth in this Agreement, if and to the extent required in connection with the particular Services provided pursuant to this Agreement.
- iii. **Point of Contact:** Client agrees to appoint a staff member to be their Point of Contact (the "POC"). The POC will be the primary point of contact for all issues relating to the Client's software implementation. At a minimum, the POC should be PC literate, proficient in Windows, knowledgeable in basic network administration, familiar with Client's network and network based applications, familiar with Client's data communications and equipment, and have access to or be able to facilitate access to Client's server(s). The POC should have the ability to schedule resources and sign off on SOWs.
- iv. **Backup:** It is extremely important to backup your data. It is Client's responsibility to verify that a valid backup has been completed each day. It is also Client's responsibility to verify that the data has been backed up to the appropriate location or media. Failure to generate a valid and complete backup may result in a loss of data due to an unexpected system malfunction.

10. Confidential Information:

- a) **Definition:** The parties acknowledge that by reason of their relationship with each other under this Agreement each will have access to certain information and materials concerning the other's business, plans, customers, technology and/or products that is confidential and of substantial value to that party, which value would be impaired if such information were disclosed to third parties ("Confidential Information").
- b) **Obligation:** Each party agrees that it will not use in any way for its own account, or for the account of third parties, nor disclose to any third party, any Confidential Information revealed to it by the other party. Each party will protect the Confidential Information by using the same degree of care it uses for its own confidential information, but in no event less than reasonable care. Upon request by the receiving party, the disclosing party will advise whether or not it considers any particular information to be Confidential Information.

11. Terms and Conditions:

- a) **Taxes:** Client shall pay all federal, state, and local sales, use, property, excise, or other taxes imposed on or with respect to the purchase price of the Goods.
- b) **Force Majeure:** The Provider shall not be determined to be in default of any provision herein or be liable for any delay, failure in performance or interruption of services resulting from acts of God, civil or military catastrophe, strikes, embargoes, transportation delays, inability to obtain materials from suppliers, product deficiencies, or any other situation beyond the reasonable control of the Provider.
- c) **Default:** Client will be in default of this Agreement if Provider does not receive payment within 10 days after the date payment is due or Client breaches any other obligation under this Agreement. Client will pay all reasonable costs, including attorneys' fees, incurred by the Provider to enforce this Agreement and/or any disputes arising with regard to the Goods. In addition to any remedies under the law, if Client breaches this Agreement and fails to cure said breach within 20 days after receipt of notice from the Provider, the Provider may terminate this Agreement.
- d) **Term and Termination:**
 - i) This Agreement will take effect on the Effective Date and will remain in effect for the term identified in on page 1. This Agreement will automatically renew for succeeding one-year periods. The Client may terminate this agreement at the end of the original term or any subsequent renewal term by providing the Provider a written notice of their intent to cancel the Agreement no less than 60 days before the expiration date of this Agreement or the expiration date of any subsequent renewal term. This Agreement is subject to annual increases. This Agreement will continue beyond its termination until the date of completion of the Services (as defined in the applicable SOW) under all outstanding SOWs.
 - ii) This Agreement may be terminated: (a) by either party if the other commits a material breach of this Agreement, which breach is not cured within thirty (30) days of a written notice of such breach by the non-breaching party; or (b) by ComDoc if Client (i) terminates or suspends its business activities, (ii) becomes insolvent, admits in writing its inability to pay its debts as they mature, makes an assignment for the benefit of creditors, or becomes subject to direct control of a trustee, receiver or similar authority, or (iii) becomes subject to any bankruptcy or insolvency proceeding under federal or state statutes.
 - iii) Termination of this Agreement will not affect the provisions relating to the payment of amounts due, or the provisions of the following Sections: 10, 11(f), 11(g), 11(i) and 11(p) all of which will survive termination of this Agreement, regardless of the reason for termination.
- e) **Indemnification:** (a) Client is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Client, Client's employees or agents, or any third party), and, (b) Client is responsible for any and all costs and attorneys' fees incurred by the Provider relating to any such claim. Client will reimburse and, if requested, defend the Provider at Client's own cost and expense, against any Claims. Client's obligations under this Section 10 shall survive termination of this Agreement.
- f) **WARRANTIES AND LIMITATION OF LIABILITY ON WORK PERFORMED. THERE ARE NO WARRANTIES, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, ON ANY GOODS PROVIDED BY PROVIDER, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO OBLIGATION OR LIABILITY SHALL GROW OUT OF THE PROVIDER RENDERING TECHNICAL OR OTHER ADVICE IN CONJUNCTION WITH GOODS PROVIDED UNDER THIS AGREEMENT.**
- g) **Limitation of Liability:** The Provider's total liability to Client for any claim, whether based in contract, tort, common law, or statute, arising out of, connected with, or resulting from the furnishing or failure to furnish any Goods under this Agreement (and the associated delivery and installation of said goods) shall not exceed the cost paid by the Client for the Goods which give rise to the claim. In no event shall the Provider be liable for any incidental, consequential, or special damages incurred by Client or any third party, including without limitation any loss of use, loss of anticipated profits, costs or downtime, or for substitute equipment, and any claims of Client's clientele for service interruptions or failure to supply.
- h) **Limited License to Use Software:** The Provider grants Client a non-exclusive, non-transferable license to use in the U.S.: (a) software and accompanying documentation provided with the Equipment ("Base Software") with which it was delivered; and (b) software and accompanying documentation identified on the Cover Page as "Application Software" only on any single unit of Equipment for as long as Client is current in the payment, including any applicable software license fees (if any). Third Party Software may also be obtained under this Agreement and may be subject to a separate End User License Agreement. "Base Software," "Application Software," and "Third Party Software" are referred to collectively as "Software". Client has no other rights and may not (1) distribute, copy, modify, create derivatives of, decompile, or reverse engineer Software; (2) activate Software delivered with the Equipment in an inactivated state; or (3) allow others to engage in same. Title to and all intellectual property rights in, Software will reside solely with Provider and/or its licensors (who will be considered third-party beneficiaries of this subsection). The Base Software license will terminate: (i) if Client no longer uses or possesses the Equipment; (ii) Client is a

lessor of the Equipment and its first lessee no longer uses or possesses it; or (iii) upon the expiration of any installment payments under which Client has rented or leased the Equipment (unless Client has exercised an option to purchase the Equipment). Neither Provider nor its licensors warrant that Software will be free from errors or that its operation will be uninterrupted.

- i) **Governing Law:** This Agreement shall be governed by the laws of the state of Ohio without regard to the conflict of laws or principles of such states.
- j) **Errors:** The Provider reserves the right at its sole discretion to correct clerical and typographical errors in this Agreement.
- k) **Severability:** The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of any other provision.
- l) **Modifications:** No modification, amendment, or other change shall be binding on the parties unless agreed to in writing by each party's authorized representative.
- m) **Waiver:** The waiver of any breach of any of the terms and conditions set forth herein shall not be construed as a waiver of any other breach. The failure of either party to exercise any right arising from any default of the other party hereunder shall not be deemed to be a waiver of such right.
- n) **Relationship:** The relationship of the parties established under this Agreement is that of independent contractor and neither party is a partner, employee, agent or joint venturer of or with the other.
- o) **Assignment:** Any assignment of this Agreement by Client without the prior written consent of the Provider shall be void and unenforceable.
- p) **Non-solicitation:** Client acknowledges and agrees that the employees and consultants of ComDoc who perform the Services are a valuable asset to ComDoc and are difficult to replace. Accordingly, Client agrees that for a period of one (1) year after the completion of the Services (as defined in Part 3 of the applicable SOW), it will not offer employment as an employee, independent contractor, or consultant to any ComDoc employee or consultant who performs any of the Services. If Client hires in violation of this Section 3(c), Client will pay to ComDoc damages equal to fifty percent (50%) of that individual's annual salary. For purposes of this Agreement, an individual's annual salary will mean that individual's annual salary with either ComDoc or with Client as of the date of breach, whichever is greater.
- q) **Payment Terms:** Upon receipt
- r) **End User License Agreement:** Software purchased in Sections 1 and 2 on page 1 may require the end user to execute an end user license agreement with the software manufacturer. If an end user license agreement is necessary, the Client agrees to comply with such requirements.
- s) **Complete Agreement:** This Agreement is the complete and exclusive statement of the agreement of the Parties with respect to the subject matter hereof and supersedes and merges all prior proposals and agreements, oral or written, between the Parties with respect to the subject matter hereof. This Agreement may not be modified except by a written instrument duly executed by the Parties hereto.
- t) **Notices:** All notices, demands, or consents required or permitted under this Agreement will be in writing. Notice will be sent by certified or registered mail, return receipt requested, or by commercial express courier, to the parties at the addresses set forth on the first page of this Agreement, or at such other postal or e-mail address or fax number as may be given by either party to the other in writing. Notice by fax or e-mail must be accompanied by a confirmation copy sent by mail or courier.
- u) **Counterparts:** This Agreement may be executed in two or more counterparts, each of which will be considered an original and may be transmitted by facsimile or e-mail, and all of which will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto, each acting with proper authority, have executed this Agreement as date identified below.

ComDoc, Inc.

Client: _____

Date: _____

Date: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM TO COMDOC PREMIER SOLUTIONS AGREEMENT

This Addendum is made a part of that certain ComDoc Premier Solutions Agreement ("Agreement") between ComDoc, Inc. ("Provider") and County of Summit Developmental Disabilities Board ("Client") executed by Client on _____, 2019. Capitalized terms used herein but not defined herein will have the same meaning given to them in the Agreement.

With regards to Section(s):

On page 3, Section 11(e) – Indemnity shall be removed in its entirety and replaced with the following paragraph:

e. Indemnification: To the extent allowable under Ohio law, (a) Client is responsible for any losses, damages, penalties, claims, suits, and actions (collectively "Claims") whether based on a theory of contract, tort, strict liability, or otherwise caused by or related to or in any manner arising out of the use, ownership, possession, or funding or financing, of the Goods (including but not limited to the negligence of Client, Client's employees or agents, or any third party), and, (b) Client is responsible for any and all costs and attorneys' fees incurred by the Provider relating to any such claim. Client will reimburse and, if requested, defend the Provider at Client's own cost and expense, against any Claims. Client's obligations under this Section 10 shall survive termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum to ComDoc Premier Solutions Agreement on _____, 2019.

ComDoc, Inc.

County of Summit Developmental Disabilities Board

By: _____

By: _____

Title: _____

Title: _____

COMDOC PREMIER SOLUTIONS AGREEMENT

THIS COMDOC PREMIER AGREEMENT (this "Agreement") is made effective as of _____ (the "Effective Date"), by and between ComDoc, Inc. with its principal place of business at 3458 Massillon Rd., Uniontown, OH 44685 ("Provider") and County of Summit Developmental Disabilities Board (Client Name) with its principal place of business at 89 E Howe Rd Tallmadge, OH 44278 ("Client"). Provider and Client are sometimes referred to individually as a "Party" and collectively as the "Parties".

BILLING INFORMATION			
LEGAL NAME: County of Summit Developmental Disabilities Board			
ADDRESS: 89 E Howe Rd			
CITY: Tallmadge	STATE: OH	ZIP: 44278	
BILLING CONTACT NAME: Russ Duplain			
CONTACT PHONE: 330-634-8830	CONTACT EMAIL: rduplain@summitdd.org		

WHEREAS, Provider is in the business of delivering professional services, including, but not limited to, programming services and software installation; and **WHEREAS**, Client wishes to obtain certain professional services from Provider from time to time on the terms set forth herein;

NOW, THEREFORE, intending to be legally bound hereby, and in consideration of the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties, intending to be legally bound agree as follows:

1. Hardware and Software purchases:

HARDWARE AND SOFTWARE PURCHASES				
	QTY	Description	Price	Extension
1		n/a		
2				
3				
4				
Total (plus tax)				
<input checked="" type="checkbox"/>	N/A	See SOW for billing, project completion and sign-off.		

2. Cloud Based Software purchases:

CLOUD AND TERM BASED SOFTWARE SOLUTIONS			
Description		Term in Months	Price/month (plus Tax)
n/a			
Details:			
<input checked="" type="checkbox"/>	N/A	See SOW for billing, project completion and sign-off.	

3. Professional Services:

PROFESSIONAL SERVICES AND IMPLEMENTATION	
Description	Price
If Professional Services are not included, Client agrees to be billed separately for implementation of items in Sections 1 and 2.	

4. Premier Maintenance:

PREMIER MAINTENANCE AND SUPPORT		
Description	Term in Months	<input type="checkbox"/> Billed Monthly <input checked="" type="checkbox"/> Billed Annually
DocuWare Maintenance & Support		\$1,209 / mo.
JobRouter Maintenance & Support		\$1,143 / mo.
	Total:	\$2,352 / mo.
<input type="checkbox"/> N/A See SOW for billing, project completion and sign-off.		
If Premier Maintenance and Support is not included, Client agrees to be billed on a per call basis for all break/fix assistance and upgrades		

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
TANF Summer Youth Work Experience Program	Partnership between Summit County Job and Family Services, Summit DD and Six private providers to support eligible students in an eight week summer work experience program.	Recommend approval to partner with Summit County Job and Family Services and six private providers to support eligible students in a summer work experience program.

SUPPORTING DATA FOR RECOMMENDATION

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

of Individuals Currently Served: In 2018, Summit DD partnered with six providers to serve 46 students. Summit JFS has asked Summit DD to serve 40-45 students this year.

Amount of Increase/Decrease: 0

Summit County Job and Family Services has requested to partner with Summit DD on supporting up to 45 eligible students in the TANF Summer Work Experience Program. Summit County Job and Family Services has allotted \$180,000 to Summit DD to cover the cost of the summer programming services.

The 2019 TANF Summer Youth Work Experience Program, is an eight week summer work experience program that is administered by the Summit County Job and Family Services Department. To be able to participate, students must be between the ages of 14 and 17 and live with a family that has an income that is at or below 200% of the federal poverty level.

The program will run June 10th through August 3rd, with students working 20 hours per week in local business across Summit County. Students will be paid \$10.25/hr. The monies allocated to Summit DD for this program will cover the cost of an onsite job coach and transportation services. Summit DD will partner with the following six private providers to support students in this summer work experience program.

Bridges Rehabilitation Services- \$40,665.60
 Community Connections of NE Ohio- \$16,608.80
 Hattie Larlham- \$8,304.40
 Inner Peace Ever Light (INPEL)- 16,608.80
 Koinonia Inc. \$16,608.80
 Louisa Ridge \$80,558.72
 Total- \$179,355.12

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

Submitted By: Drew Williams

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: April 1, 2019



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

- E. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. Independent Contractor is bound by the terms and conditions of the Purchase of Service Agreement between Summit DD and the County of Summit Department of Job and Family Services (CSDJFS); their relationship to CSDJFS is that of Independent Contractor and not as an employee.
- G. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- H. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- I. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- J. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- K. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other

persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the

books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **SIXTEEN THOUSAND SIX HUNDRED EIGHT DOLLARS and 80/100 (\$16,608.80)** and is limited to the Summit DD'S 2019 appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$10.96 per fifteen-minute unit or \$43.84 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123:2-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from June 1, 2019 through September 30, 2019.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ten (10) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

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

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

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

SIGNATURES

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

PROVIDER:

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

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

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to Individuals

of Individuals Currently Served: In 2018, Summit DD served 40 students in Summit DD's Summer work program. In 2019, Summit DD is planning on serving 30 students. This is not a reduction in the number of students served, as Summit DD is working with 10 students who participated in previous summer work programming to assist them in being hired directly by a local employer.

Summit DD will be administering a Summer work program for individuals between the age of 16 to 20 that are still enrolled in school or recently graduated. This Summer work program will be in addition to the TANF Summer work program that is done in collaboration with Summit County Job and Family Services. Students who participate will work 20 hours per week, for eight weeks and be paid minimum wage which is \$8.55 per hour. Students will be supported in groups of 2-3 with an onsite job coach during the time they are working. The program will run from June 10th until August 3rd.

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

Bridges to Rehabilitation Services- \$60,000

Community Connections of NE Ohio- \$16,608.80

Hattie Larlham- \$16,608.80

Koinonia Inc.- \$8,304.40

Total Education Solutions- \$42,086.40

Total Contracted amount- \$143,608.40

A separate but related Agreement with Minute Men to cover the payment of wages and administrative requirements for the participants will be presented to the Board for approval (See Attachment # 4)

Submitted By: Drew Williams

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

Date: April 1, 2019

 X Services & Supports Committee

 HR/LR Committee

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
BRIDGES REHABILITATION SERVICES, INC.**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and **Bridges Rehabilitation Services, Inc.**, with its principal office located at 1213 West Bagley Road, Berea, Ohio 44017, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **SIXTY THOUSAND DOLLARS AND 00/100 (\$60,000.00)**, and is limited to the Summit DD'S **2019** appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$10.96 per fifteen-minute unit or \$43.84 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123:2-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

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

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Bridges Rehabilitation Services, Inc.
Heather Keohane
1213 West Bagley Road
Berea, Ohio 44017

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

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

SIGNATURES

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

PROVIDER:

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: Not-for-Profit For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Payroll Administration Services and employer of record for Summit DD's Summer Work program	Summit DD requires an entity to serve as employer of record and administer payroll for the students enrolled in this program.	Approval of a contract with Minute Men for an amount not to exceed \$54,000 for the period June 1 st to August 31 st 2019.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to Individuals

of Individuals Currently Served: 0

Additional # of Individuals Served: 30 Individuals will be served

Amount of Increase/Decrease: decrease of \$21,000

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

To provide these services Minute Men will charge a 30% service fee. This will result in Summit DD being billed \$11.12 for every hour a student works; of that amount, \$8.55 will cover wages paid to participants and \$2.57 will cover Minute Men's service fee. The total cost per student, which includes wages paid and the service fee will be \$1,792. If a student works the full program length, that student will earn \$1,368.

The total cost of the contract will not exceed \$54,000.

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

Submitted By: Drew Williams

Date: April 1, 2019

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



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

This Agreement is entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Minute Men Staffing Services, with its principal office located at 3740 Carnegie Avenue, Cleveland, Ohio 44115, hereinafter referred to as "Contractor".

1. **Contractor Obligations.** Contractor agrees to provide payroll administration services for the Summit DD Summer Youth Employment Program for up to thirty (30) youth. Each youth will be paid \$8.55 per hour. Contractor will charge Summit DD an additional thirty (30) percent surcharge to cover payroll processing, Worker's Compensation and Unemployment Insurance for a total hourly charge of \$11.12 per person.
2. **Summit DD Obligations.** Summit DD agrees to provide the necessary information to Contractor on a weekly basis for each youth for whom Contractor is processing payroll.
3. **Term.** The term of this Agreement shall be from June 1, 2019 to August 31, 2019. Summit DD reserves the right to terminate this Agreement at its sole discretion by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
4. **Payment.** The total amount of this Agreement shall not exceed Fifty Four Thousand and no/100 Dollars (\$54,000.00). Contractor shall invoice Summit DD on a weekly basis with detailed documentation identifying the number of hours worked per person to support the amount invoiced.
5. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without loss to Summit DD.
7. **Insurance.** Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract in an amount acceptable to Summit DD. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.

8. **Confidentiality.** Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.
9. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

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

MINUTE MEN STAFFING SERVICES

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Samuel Lucarelli, Jr.

John J. Trunk

Date

Date



BUSINESS ASSOCIATE AGREEMENT

This Agreement is entered into this 1st day of June, 2019, by and between **Minute Men Staffing Services** (referred to hereinafter as "Business Associate") and the Summit County Developmental Disabilities Board (hereinafter "Summit DD"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

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

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

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

1. Definitions:

Catch-all definition:

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

Specific definitions:

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

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

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

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

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

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

To the Business Associate: Minute Men Staffing Services
Samuel Lucarelli, Jr.
3740 Carnegie Avenue
Cleveland, OH 44115

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

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Superintendent

Date

Witness/Date

BUSINESS ASSOCIATE NAME

Name/Title

Date

Witness/Date

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Volunteer Guardian Program	Agreement between Summit DD and other public partners including the Probate Court to acquire guardianship services for eligible individuals	Approve the renewal of a Memorandum of Agreement between Summit DD, Summit County Combined General Health District (SCPH), Summit County Probate Court, ADM Board, and DJFS in support of the Voluntary Guardian Program for the period April 1, 2019 through March 31, 2020 in an amount not to exceed \$50,000.
SUPPORTING DATA FOR RECOMMENDATION		
<p># of Individuals Currently Served: 219 wards – (of the 219 wards, 56 individuals are eligible for Summit DD services)</p> <p>Additional # of Individuals Served: Estimated to be 30, or approximately 12%. Referrals are random, but cases have increased each year the program has been in operation.</p> <p>Amount of Increase: None</p>		
<p>Guardianships assist people, known as wards, who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability.</p> <p>In many cases a ward has no children or other family member to serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the Volunteer Guardian Program (VGP) to serve as the legal guardian. The program had been operated through a contract with Jewish Family Services from July 2014 until April 2018, at that time, it was transferred to the Summit County Combined General Health District. Stakeholders include SCDD, the ADM Board, Summit County Public Health, Summit County Probate Court and Summit County DJFS.</p> <p>Clearly not all individuals with developmental disabilities, or other mental and/or physical impairments for that matter, require the services of a guardian. Only a small percentage of those who are SCDD eligible do. However, when family members are not available, and a guardian is necessary, the availability of one through the County Probate Court is essential.</p> <p>This agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases and recruiting additional volunteer guardians. There are currently approximately 110 Volunteer Guardians. Specific deliverables as part of the agreement, beyond recruiting and training volunteers include: accepting referral of clients needing a guardian, matching volunteer guardians with clients, assuring monthly visits take place and case notes are completed and filed, and participating and reporting back to the Advisory Committee on a quarterly basis.</p> <p style="text-align: center;">Recommended for approval by the March Finance & Facilities Committee.</p>		

Submitted By: John Trunk
 For: Superintendent/Assistant Superintendent
 X Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee
Date: March 2019

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this 1st day of April 2019 by and between the Summit County Combined General Health District, (OWNER), also known as Summit County Public Health, located at 1867 West Market Street, Akron, Ohio ("SCPH"), the Summit County Court of Common Pleas – Probate Division, ("Probate Court"), the Summit County Alcohol, Drug and Mental Health Board, (ADM), the Summit County Developmental Disabilities Board (DD) and the Summit County Department of Jobs and Family Services (DJFS). Each entity shall be referred to as a "party" and collectively shall be referred to as the "Parties."

The parties intend to continue their collaboration in a new program to provide volunteer guardians for wards identified by the Probate Court. As the potential wards are indigent citizens who may receive services from the parties, the parties desire to work together and fund an identified not for profit agency which will recruit volunteers and administer the program.

SERVICES

A. Scope of Services.

SCPH shall perform the services described in the Statement of Work, incorporated herein (the "Services"). The Parties acknowledge that performance of the Services may require additional contractual terms, and the Parties agree to negotiate those terms in good faith.

B. Statement of Work.

SCPH shall be the fiscal agent for the Volunteer Guardianship Program, and will contract to fill the following positions, professional guardian (1 FT, 2 PT), program coordinator (PT), volunteer recruiter (1-PT). All parties will work collaboratively to meet the following deliverables:

- 1) Follow all policies, procedures and reporting forms as defined by the Court;
- 2) Contract with one a professional guardian and two part- time professional guardians;
- 3) Contract with a program coordinator;
- 4) Contract with volunteer recruiter;
- 5) Recruit and train volunteers;
- 6) Accept referrals of clients needing guardians from the Court
- 7) Match volunteers to clients needing guardians
- 8) Assure monthly case contact reports are submitted to the program coordinator
- 9) Assure that the volunteers file annual reports (with annual guardianship plan if applicable) with the Court
- 10) Assure that volunteer guardians comply with their responsibilities pursuant to Ohio Supreme Court Rule of Superintendence 66.09(F)
- 11) Assure that volunteers file all appropriate documentation with the Court according to the requirements of the Ohio Revised Code, Ohio Supreme Court Rules, and Local Probate Court rules, and any applicable Court orders
- 12) Participate and report quarterly to the Probate Advisory Committee established by the Court.
- 13) Provide copies of reports presented to the Probate Advisory Committee to SCPH.

SCPH and all contractors' will comply with all guidelines that are established by Probate Court for training, record checks, and reporting requirements. SCPH will also work cooperatively with

the Advisory Committee to monitor the program outcomes. The specific details of the Services are described in the contract "Exhibit A".

- 1) Any changes to the Statement of Work must be made in writing and signed by the Parties;
- 2) The terms and conditions of this Agreement govern the Statement of Work, and any revisions thereto, and any conflict between the terms of this Agreement and the terms of the Statement of Work will be resolved by applying the terms of this Agreement, except where the Statement of Work specifically indicates an intention to modify the terms of this Agreement.

PAYMENT

A. Fees.

Probate Court shall pay SCPH a fixed Fifty Thousand Dollars (\$50,000) in full satisfaction for the proper performance of the Services. DD and DJFS shall each pay SCPH a fixed Fifty- Thousand Dollars (\$50,000) and the ADM shall pay SCPH a fixed One Hundred Thousand (\$100,000) in full satisfaction for the proper performance of the services. Payments shall be made annually by May 1 beginning May 1, 2019.

TERM AND TERMINATION

A. Term.

The term of this Agreement is one (1) year, commencing on April 1, 2019 (the "Effective Date") and ending on March 31, 2020.

B. Termination without Cause.

This Agreement may be terminated by any party for any reason by providing the other parties with sixty (60) days written notice.

C. Termination for Cause.

This Agreement may be terminated by any party immediately upon providing written notice to the other parties when a party commits a material breach of this Agreement that continues for a period of thirty (30) days after the non-breaching party sent written notice of the alleged breach to the breaching party.

D. Effect of Termination.

Termination of this Agreement for any reason shall not affect the parties' obligation to pay SCPH for non-disputed, properly performed Services and Reimbursable Expenses properly incurred up to the effective date of termination.

CONFIDENTIALITY

The Parties agree to treat all Confidential Information and materials in accordance with the Confidentiality Addendum attached hereto and incorporated herein as Exhibit B.

DEBARMENT

The parties each hereby represent and warrant the following:

- A. That it has not been debarred, excluded, suspended or otherwise determined to be ineligible to participate in federal health care programs (collectively "Debarment" or "Debarred," as applicable); and
- B. That it shall not knowingly employ or contract with, with or without compensation, any individual or entity (singularly or collectively, "Agent") listed by a federal agency as Debarred or found on the List of Specially Designated Nationals and Blocked Persons maintained by the Office of Foreign Assets Control. To comply with this provision, each party shall make reasonable inquiry into the status of any Agent contracted or arranged by it to fulfill the terms of this Agreement by reviewing, at a minimum the following Internet sites, which such sites may be revised from time to time by the U.S. government:
1. The Department of Health and Human Services – Office of Inspector General Cumulative Sanctions Report (<http://oig.hhs.gov/fraud/exclusions.html>);
 2. The General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs (<http://epls.arnet.gov/>); or
 3. The List of Specially Designated Nationals and Blocked Persons (<http://www.ustreas.gov/offices/enforcement/ofac/sdn/>).
- C. In the event either party and/or its Agent (1) becomes Debarred, (2) receives notice of action or threat of action with respect to its Debarment, or (3) is placed on the List of Specially Designated Nationals and Blocked Persons during the term of this Agreement, the parties agree to immediately notify the other parties. In the event that either party or its Agent becomes Debarred as set forth above, this Agreement relative to such Debarred entity or individual's participation hereunder shall automatically terminate upon receipt of such notice without any further action or notice.
- D. The parties agree to act in compliance with all laws and regulations (including, without limitation, Medicare and Medicaid program requirements as applicable) which relate to each party's performance under this Agreement. Each party agrees to immediately notify the other parties in the event that it has violated any such statutory or regulatory requirement(s) and the nature of such violation(s), to enable the non-violating parties to take prompt corrective action. Each party agrees the non-violating party shall have the right to automatically terminate this Agreement in the event that the other party fails to comply with this provision.

INDEPENDENT CONTRACTOR

Nothing in this Agreement may be construed as creating an employer-employee relationship, agency relationship, joint venture or partnership between SCPH and Probate Court. The Parties must not represent to anyone that either party is an agent of or is otherwise authorized to bind or commit the other party in any way without the other party's prior written authorization.

NOTICES

Any notice required or permitted to be given under this Agreement will be effective if it is sent by certified or registered mail, return receipt requested, or insured courier to the appropriate party at the address set forth below. Any party may change its address for receipt of notice by providing the other party with the new address in accordance with this Section. Notices are deemed given five (5) business

days following the date of mailing or one (1) business day following delivery to a courier; the date of notice is the date of mailing.

To SCPH:

Donna Skoda, MS, RD, LD
Summit County Health Commissioner
Summit County Health District
1867 W. Market Street
Akron, Ohio 44313

To Probate Court:

Judge Elinore Marsh Stormer
Summit County Common Pleas Court
Probate Division
209 South High Street
Akron, Ohio 44308

To DD:

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

To ADM:

Gerald Craig
Executive Director
County of Summit ADM Board
100 West Cedar #300
Akron, Ohio 44307

To DJFS

Terri Burns
Summit County Department of and Family Services,
Director
1180 S. Main Street, Suite 102
Akron, Ohio 44301-1256

MISCELLANEOUS

A. Workers' Compensation.

Each party shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio.

B. Equal Employment Opportunity.

Each party shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or Vietnam-era status ("Protected Status"). Each party shall ensure that applicants for employment and employees are treated without regard to their Protected Status. Each party agrees to post notices with the provisions of this Section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.

C. Assignability.

Parties may not assign this Agreement without the other parties' prior written consent.

D. Governing Law.

This Agreement is governed by the laws of the State of Ohio, without giving effect to provisions related to choice of laws or conflict of laws, and venue for any disputes shall lie exclusively with the appropriate court in Summit County, Ohio.

E. Unenforceability.

If any term of this Agreement is found to be invalid or unenforceable, such term will be given effect to the fullest extent possible such that the term is valid and enforceable, and the remaining portions of this Agreement will remain in full force and effect as written.

F. Counterparts.

This Agreement may be executed in any number of identical counterparts, notwithstanding that the Parties have not signed the same counterpart, with the same effect as if the Parties had signed the same document. All counterparts will be construed as and constitute one and the same agreement.

G. Modification or Amendment.

No modification, amendment or change of this Agreement shall be valid unless in writing signed by the Parties.

H. Entire Agreement.

This Agreement including any attachments constitutes the entire understanding and agreement of the parties, and any and all prior agreements, understandings and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

In witness whereof, the Parties have caused this Consulting Services Agreement to be executed as of the Effective Date.

AGREED TO AND ACCEPTED:

Summit County Combined General
Health District

Summit County Common Pleas Court –
Probate Division

Signature Date

Donna Skoda, MS, RD, LD
Printed Name

Health Commissioner
Title

County of Summit Developmental Disabilities
Disabilities Board

Signature Date

John Trunk
Printed Name

Superintendent

Signature Date

Elinore Marsh Stormer
Printed Name

Judge, Probate Court
Title

County of Summit ADM Board

Signature Date

Gerald Craig
Printed Name

Executive Director

Title

Title

County of Summit Department of Job
and Family Services

Signature

Terry Burns

Printed Name

Director

Title

DRAFT

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE THREE MONTHS ENDED MARCH 31, 2019 AND 2018

	3/31/2019				3/31/2018			
	2019 ANNUAL BUDGET	2019 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2018 ANNUAL BUDGET	2018 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 51,941,268	\$ -	\$ 51,941,268	100.0%	\$ 51,456,835	\$ -	\$ 51,456,835	100.0%
REIMBURSEMENTS	13,462,254	1,805,935	11,656,319	86.6% 1	12,301,000	5,734,003	6,566,997	53.4%
GRANTS	1,523,329	295,346	1,227,983	80.6% 2	1,250,000	438,947	811,053	64.9%
CONTRACT SERVICES	120,000	4,715	115,285	96.1%	450,000	27,837	422,163	93.8%
REFUNDS	-	2,100	(2,100)	0.0%	-	15,060	(15,060)	0.0%
OTHER RECEIPTS	96,000	39,007	56,993	59.4%	86,000	74,853	11,147	13.0%
TOTAL REVENUE	\$ 67,142,851	\$ 2,147,103	\$ 64,995,748	96.8%	\$ 65,543,835	\$ 6,290,700	\$ 59,253,135	90.4%
OPERATING EXPENDITURES								
SALARIES	\$ 16,409,804	\$ 3,958,067	\$ 12,451,737	75.9%	\$ 19,083,932	\$ 4,511,431	\$ 14,572,501	76.4%
EMPLOYEE BENEFITS	9,278,922	2,658,424	6,620,498	71.3%	8,611,271	1,571,985	7,039,286	81.7%
SUPPLIES	431,423	115,828	315,595	73.2%	708,020	119,778	588,242	83.1%
TRAVEL AND TRAINING	297,700	77,601	220,099	73.9%	315,350	51,074	264,276	83.8%
DIRECT CONTRACT SERVICES	9,584,733	2,028,446	7,556,287	78.8% 3	9,320,084	2,425,489	6,894,595	74.0%
INDIRECT CONTRACT SERVICES	1,850,835	420,860	1,429,975	77.3% 4	2,174,030	527,923	1,646,107	75.7%
MEDICAID COSTS	30,390,000	6,911,367	23,478,633	77.3%	28,410,000	6,618,330	21,791,670	76.7%
UTILITIES	565,175	113,677	451,498	79.9%	649,174	140,058	509,116	78.4%
RENTALS	8,000	1,282	6,718	84.0%	23,600	18,214	5,386	22.8%
ADVERTISING	145,000	27,773	117,227	80.8%	132,000	16,688	115,312	87.4%
OTHER EXPENSES	311,817	119,311	192,506	61.7%	335,250	100,832	234,418	69.9%
EQUIPMENT	304,000	35,850	268,150	88.2% 5	342,000	87,340	254,660	74.5%
REAL PROPERTY IMPROVEMENTS	300,000	8,790	291,210	97.1%	350,000	4,914	345,086	98.6%
TOTAL EXPENDITURES	\$ 69,877,409	\$ 16,477,276	\$ 53,400,133	76.4%	\$ 70,454,711	\$ 16,194,056	\$ 54,260,655	77.0%
NET REVENUES AND EXPENDITURES	\$ (2,734,558)	\$ (14,330,173)			\$ (4,910,876)	\$ (9,903,356)		
BEGINNING FUND BALANCE		ACTUAL						
PLUS: REVENUE	\$ 50,720,263	\$ 50,720,263						
LESS: EXPENDITURES	67,142,851	2,147,103						
	(69,877,409)	(16,477,276)						
ENDING FUND BALANCE	\$ 47,985,705	\$ 36,390,090						

Recommended for approval by the

Recommended for approval by the
April Finance & Facilities Committee

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED MARCH 31, 2019
(Rounded)**

<u>Revenue:</u>				
1	Reimbursements:	Medicaid Administrative Claims (MAC) quarterly reimbursement.	\$	350,100
2	Grants:	Multi-system Youth Grant quarterly reimbursement.		49,900
<u>Expenditures:</u>				
3	Direct Contract Services:	Annual contract payment to Oriana House.		50,000
4	Indirect Contract Services:	Annual licensing, maintenance and support contract renewals for the following applications: MRK Technologies Ltd - Three (3) year contract for Sophos antivirus software. Darktrace Limited - Network security monitoring. AppRiver LLC - Spam Filtering Software.		15,600 12,000 7,300
5	Equipment:	50% contract payment to Arakya LLC for development of the SharePoint design and implementation project.		27,500
<u>Expenditures:</u>				
	Property Taxes:	The County's Executive office increased the Property Tax budget to reflect a revised tax collection estimate.	\$	474,400
	Employee Benefits:	One-time payment of a reserve requirement to enter into the Stark County Schools benefits consortium and to receive an immediate benefit of premium holidays.		1,584,100
	Other Expenses:	Ohio Association of County Boards (OACB) 2019 annual dues.		92,700

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

8.3%
75.0%

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

Summit County Board of Developmental Disabilities

MINUTES – ~~draft~~

Thursday, March 28, 2019

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, March 28, 2019 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:37 p.m.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

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

I. VOLUNTEER GUARDIAN PROGRAM CONTRACT

Guardianships assist people known as wards who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability. In many cases, a ward has no family members to serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the Volunteer Guardian Program (VGP) to serve as the legal guardian. Not all individuals with developmental disabilities or other mental and/or physical impairments require a guardian. Only a small percentage of those who are eligible for Summit DD services need a guardian. When family members are not available and a guardian is necessary, the availability of one through the Probate Court is essential. The program had previously been operated through a contract with Jewish Family Services from July 2014 until April 2018, at which time it was transferred to the Summit County Combined General Health District.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

WORK SESSION *(continued)*

I. VOLUNTEER GUARDIAN PROGRAM CONTRACT *(continued)*

The request is to renew a Memorandum of Agreement between Summit DD, Summit County Combined General Health District (SCPH), Summit County Probate Court, the ADM Board and DJFS in support of the VGP for the period April 1, 2019 through March 31, 2020, in an amount not to exceed \$50,000. This Agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases and recruiting additional volunteer guardians. There are currently about 110 volunteer guardians for approximately 219 wards. Of the 219 wards, 56 are eligible for Summit DD services. Referrals are random but the number of cases has increased each year the program has been in operation. Specific deliverables for this Agreement beyond recruiting and training volunteers include; accepting referrals of clients needing a guardian, matching volunteer guardians with clients, assuring monthly visits take place and case notes are completed and filed, and participating and reporting back to the Advisory Committee on a quarterly basis. Mr. Quade asked about how wards are identified. Mr. Trunk replied that many times it is through the court system. Mr. Briggs added that Judge Elinor Stormer started this program about four years ago because there was a greater need for guardians than there were wards. In addition to volunteer guardians, there are also guardians who are paid to handle the difficult cases that are more complex. Mrs. Wilkinson asked about the process to recruit volunteers. Mr. Trunk said there is a website, advertising, a speakers bureau, mailings and other entities, such as Summit DD help to get the word out. Summit DD publishes information on its website and there are some staff who have become volunteer guardians. Mrs. Lee asked about the administration of the program being transferred to SCPH. Mr. Trunk stated it was restructured. Funds are available in the budget and the Volunteer Guardian Program Contract has been recommended for approval by the March Finance & Facilities Committee.

II. CENTER FOR MARKETING AND OPINION RESEARCH (CMOR) CONTRACT

Summit DD uses a local research firm, Center for Marketing and Opinion Research (CMOR), to obtain data from key stakeholders. Data gathered from this research is used for continuous quality improvement and as input into the Agency's Long-Range Plan and annual Action Plans. The 2019 Action Plan identifies the need to collect additional data from providers and employees. The request is to enter into a contract with CMOR in 2019 for an amount not to exceed \$61,475. This amount would cover monthly satisfaction surveys to individuals and families (\$32,725), community surveys of registered voters (\$15,500), a provider satisfaction survey (\$7,250) and an employee engagement survey (\$6,000). CMOR conducts up to 35 monthly satisfaction surveys of eligible adults and 50 surveys of parents/guardians of adults and children. The monthly sample is selected randomly and they coincide with when the individual has an ISP meeting to obtain feedback and perceptions on a real-time basis. Results are reported and provided that aggregate data by demographic segments and by provider.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

WORK SESSION *(continued)*

II. CENTER FOR MARKETING AND OPINION RESEARCH (CMOR) CONTRACT ***(continued)***

A new aspect of this survey in 2019 is that Summit DD can add 2-3 questions to ask direct care professionals who work with the individual, when available. All CMOR employees conducting surveys are trained in person-first language, rights of individuals with developmental disabilities and major unusual incident reporting. Cost for the satisfaction survey has remained flat for the past four years. Since 2005, the community survey has assisted the Agency to understand community perspectives and opinions about Summit DD and people with disabilities. This data is used in marketing plans, Agency messaging, levy plans and as input for the annual Action Plan, with the goal of increasing support for the Agency and to improve attitudes and perceptions about inclusion. The random sample consists of 400 registered voters. CMOR produces a detailed report of aggregated results by several demographic segments. The cost of the community survey has remained flat for the past four years. The provider satisfaction survey, new in 2019, will obtain data from providers who are authorized to deliver services in Summit County. Once complete, CMOR will provide a report with data aggregated by type of provider employee, independent versus agency provider and by provider type. This data will assist with provider development, training and strategic planning. Summit DD has not conducted an employee satisfaction survey since 2014. Since that time, the Agency has transitioned out of being a direct service provider. This transition has significantly changed the makeup and numbers of the Agency's workforce. This survey will measure employee attitudes and perceptions of Summit DD as a baseline data point. Upon completion, CMOR will prepare a detailed report with results aggregated by employee demographics. Funds are available in the budget and the CMOR Contract has been recommended for approval by the February Finance & Facilities Committee.

III. AGENCY LIABILITY INSURANCE

Summit DD must maintain risk protection for Board operations. Current policies expire March 31st and the request is to approve liability policies for the period April 1, 2019 through March 31, 2020. Recommended renewals include coverage enhancements of Employment Practices retention decrease from \$50,000 to \$35,000 per claim and Directors and Officers retention decrease from \$25,000 to \$20,000 per claim. The property and general liability, fleet/automobile liability, and umbrella liability coverages would be with Selective Insurance Company in an amount not to exceed \$67,689; Directors and Officers and employment practices liability insurance would be with Selective Insurance Company in an amount not to exceed \$32,294; Cyber liability insurance would be with AIG, Inc., in an amount not to exceed \$10,072. Both companies have an "A" (excellent) rating and have been recommended by Wichert Insurance, the Board's insurance consultant. Funds are available in the budget and the liability insurance has been recommended for approval by the March Finance & Facilities Committee.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

WORK SESSION *(continued)*

IV. FEBRUARY FINANCIAL STATEMENTS

February ended with deficit spending of \$13,035,584 and a fund balance of \$37,684,679. Revenue for the month included an increase to the property tax budget by \$474,400 due to a revised tax collection estimate and quarterly Title XX grant reimbursement of \$74,100. Expenditures for the month included \$11,200 for new tablets for staff, annual OACB dues in the amount of \$92,700 and annual software licensing and maintenance fees totaling about \$47,700. The February Financial Statements have been recommended for approval by the March Finance & Facilities Committee.

The work session adjourned at 5:55 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:55 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, asked about when renovations will begin at the Cuyahoga Falls and Barberton facilities, how parking will be addressed at Cuyahoga Falls and if staff will work out of cubicles. Mr. Trunk replied that plans are still being developed and there are no final floorplans yet relative to interior space. Staff are working with the City of Cuyahoga Falls to address parking issues. Ms. Frank also congratulated Lisa Kamlowsky and Billie Jo David on their recent employment contract renewals. Ms. Frank mentioned that she recently visited several day programs and the individuals still seem very happy with their new choice of providers.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

BOARD MEETING *(continued)*

II. APPROVAL OF MINUTES

A. FEBRUARY 28, 2019 (combined work session and regular meeting)

R E S O L U T I O N

No. 19-03-01

Mr. Briggs moved that the Board approve the minutes of the February 28, 2019 combined work session and regular meeting, as presented in attachment #5. The motion, seconded by Mr. Quade, was unanimously approved.

III. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. CENTER FOR MARKETING AND OPINION RESEARCH CONTRACT

R E S O L U T I O N

No. 19-03-02

Mr. Quade moved that the Board approve a contract with Center for Marketing and Opinion Research for 2019, in an amount not to exceed Sixty One Thousand Four Hundred Seventy-Five Dollars (\$61,475), as presented in attachment #2, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Briggs, was unanimously approved.

2. AGENCY LIABILITY INSURANCE

R E S O L U T I O N

No. 19-03-03

Mrs. Lee moved that the Board approve liability insurance for Summit DD, in an amount not to exceed One Hundred Eight Thousand Five Hundred Twenty Dollars (\$108,520.00), as presented in attachment #3, and that the Superintendent be authorized to sign documents necessary to execute said coverages. The motion, seconded by Mr. Briggs, was unanimously approved.

3. FEBRUARY FINANCIAL STATEMENTS

R E S O L U T I O N

No. 19-03-04

Mrs. Ricks moved that the Board approve the February Financial Statements, as presented in attachment #4. The motion, seconded by Mrs. Gaugler, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT

March DD Awareness month is wrapping up with many events and activities held throughout the month, including more than 12,000 people who engaged through the Summit DD website. An Adapt-a-car event was held on March 15th and attended by over 100 people, Terminal Tower in Cleveland lit up orange on March 16th to recognize DD awareness, over 100 people attended a sensory friendly movie hosted by the BLAST program and March 27th was Summit DD's annual Appreciation and Awards Breakfast. Mr. Trunk noted that all seven Board Members attended the Breakfast for the second year in a row and thanked them for their support. He also thanked staff for putting the event together and for all their effort on the many other activities and events held in March to raise awareness. Mr. Trunk, as well as several Board Members, commented that Mrs. Wilkinson's welcome comments at the Breakfast were fantastic and very well stated.

Mr. Trunk noted that he provided County Council with a general update of the Agency at an informal retreat. He fielded questions about the Agency's transition and satisfaction and he also provided a budget update. He will be meeting with the SSAB next week to provide an overview of 2018 from a fiscal standpoint and will also give a programmatic update.

Mr. Trunk reminded everyone about the Agency's accreditation celebration which will take place on Wednesday, April 10th from 4:00-6:00 p.m. at Jilly's Music Room on the Northside District in Akron.

The Governor submitted the state budget, which is being watched to see how DODD will be impacted and what the trickle-down effect will be on county boards. Subsidies were flat in the budget and there is a proposed increase of state funded waivers. DODD is still trying to move people out of developmental centers and larger ICFs so additional funds are being appropriated. There is also a 3% increase in the Part C Early Intervention funding. For fiscal years 2020 and 2021, there is \$1 million dollars each year for multi-system youth services, as well as grant money to address multi-system youth. There is a proposal in the state budget to appropriate new money to county boards to pass on to provider agencies to increase the DSP rate by about \$1.20/hour, with assurances that the funds will go directly to DSPs. Issues around training, quality and monitoring will still need to be addressed. Mr. Quade asked who collects data. Mr. Trunk replied that OACB has a workgroup comprised of many stakeholders including representatives from provider associations, county boards, DODD staff, etc. to identify how to gather data and how it is measured.

MINUTES – combined work session and regular meeting
Thursday, March 28, 2019

BOARD MEETING *(continued)*

V. PRESIDENT'S COMMENTS

Mrs. Wilkinson thanked all who were involved with putting together the annual Appreciation and Awards Breakfast. She stated it was an incredible event and acknowledged the hard work and effort it takes. It is her favorite event because the community comes together to celebrate what Summit DD does. Mrs. Wilkinson issued a call to action. She said she would like to see more people at Board Meetings so she encouraged everyone to invite someone they know to come to meetings and see what the Board does. She said the Board is accountable to taxpayers and the community and she would love to see more people, other than staff, at the meetings to hear about the wonderful things that Summit DD does. She thanked Leslie Frank for coming to meetings and asked everyone to invite community members to attend.

There being no further business, the Board Meeting adjourned at 6:13 p.m.

Allyson V. Lee, Secretary

March 2019 Executive Summary Dashboard

	YTD Total	Definition
Total Annual Persons Served	4193	Unduplicated cumulative total of YTD Persons Served. Census line XI
Total Adults	2174	Cumulative total of YTD adults, SSA Assigned and adults receiving a day array service. Note: Adults who received "SSA only" and then receive a service would be counted in both SSA only and Day Array.
Total Children	2054	Cumulative total of YTD children. EI and ages 3+, SSA Assigned, and school age registry snapshot. Note: Children who become adults during time period are also counted as adults.
Total Waiver	2201	Unduplicated cumulative total of YTD count of individuals receiving a waiver. Census line IVB5
IO	1409	Individuals receiving I/O funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Level 1	738	Individuals receiving level 1 funding Note: if funding changes from Level 1 to IO, person counted in both waiver types
Total Day Array	1783	Unduplicated cumulative total of YTD Persons Served receiving day array services. Census line IIH6
Waiver funded	1577	Individuals receiving waiver funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Locally funded	232	Individuals receiving locally funded day array services. Note: if funding changes from Local to waiver, person counted in both funding types.
Total Day Array Service Delivery		
Summit DD	13	Individuals receiving day array services with Summit DD. Note: if served by Summit DD and then change to private provider, or served by both at same time, then counted in both provider categories.
Private Provider	1791	Individuals receiving day array services with Private Provider. Note: if served by Private Provider and then change to Summit DD, or served by both at same time, then counted in both provider categories.
Total NMT Service Delivery	1926	Unduplicated cumulative total of YTD Persons Served receiving Non Medical Transportation (NMT). Census line IXG
Summit DD	2	Individuals receiving NMT with Summit DD. Note: if changed from Summit DD to Provider counted in both provider categories
Private Provider	1924	Individuals receiving NMT services with private provider. Note: if changed from Summit DD to Provider counted in both provider categories
Total Homemaker Personal Care Supports	1618	Unduplicated cumulative total of YTD persons served receiving homemaker personal care (HPC). Note: HPC is defined as residential services and supports. Census line VIII
Shared 24/7 sites	249	# of sites individuals receive shared HPC services Note: this represents congregate community sites
Foster sites (Shared Living)	150	# of Foster Care sites. Note: This includes single and shared Foster care

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

2019 March Census

		3/31/19		Year to Date	
CHILDREN'S SERVICES					
EARLY INTERVENTION (EI)					
A	1	Total EI Children Served Community Based 0-2	527	611	Developmental specialist assigned
	2	Total EI Children Served Community Based 3-5	482	512	Developmental specialist assigned
	3	Total EI Child Care Specialist assigned 3-5	0	0	old children's registry w/o services
B	1	Child Care (Birth to 3)			
	2	Paving the Way	0	0	Age Birth - 3, center based, children with delays
	3	Community Child Care - (Community Partnerships for Inclusion)	19	23	Age Birth - 3, community partnership for inclusion
C	1	Total Children (Birth to 3) (unduplicated count) II.B.1 through II.B.2	19	23	
	2	Child Care (3 and up)			
	3	Paving the Way	0	0	Age 3 and up, center based, children with delays
D	1	Community Child Care - (Community Partnerships for Inclusion)	90	102	Age 3 and up community partnership for inclusion
	2	Total Children ages 3 and up served (unduplicated count) I.C.1 through I.C.3	90	102	
	3	TOTAL Children served in EI AND Child Care (unduplicated count)1. A.1 through I.A.3 plus I.B.3 plus I.C.3	1018	1109	
E	1	TOTAL ENROLLED IN HEAD START (unduplicated count)	N/A		NOT included in Total Lives Touched
	2	TOTAL CHILDREN ON SCHOOL AGE REGISTRY SERVED	0	0	Eligible children, not assigned a specific SSA, receiving services as needed and as requested
	3				
ADULT Day Array services					
A	1	Summit DD OPERATED WAIVER FUNDED SERVICE			Summit DD contributes 40% Match for Waiver Eligible Individuals
	2	Vocational Habilitation	0	0	Services teach and reinforce concepts related to work
	3	Day Support	0	0	Assessment, Personal care, Skill reinforcement
B	1	Vocational Habilitation/Day Support	11	13	Combination of Voc Hab and Day Support
	2	Total Adult Day Array services Waiver Funded - Summit DD Operated (unduplicated count) II.A.1 through II.A.3	11	13	
	3	Summit DD OPERATED LOCALLY FUNDED SERVICE			Summit DD pays 100% local for Individuals not enrolled on Waiver
C	1	Vocational Habilitation	0	0	Services teach and reinforce concepts related to work
	2	Day Support	0	0	Assessment, Personal care, Skill reinforcement
	3	Vocational Habilitation/Day Support	0	0	Combination of Voc Hab and Day Support
D	1	Total Adult Day Array services, Locally Funded - Summit DD Operated (unduplicated count) II.B.1 through II.B.3	0	0	
	2	PRIVATE PROVIDER WAIVER FUNDED SERVICE, Summit DD MATCH	11	13	
	3	Vocational Habilitation	0	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
E	1	Day Support	0	0	Services teach and reinforce concepts related to work
	2	Vocational Habilitation/Day Support	1477	1512	Assessment, Personal care, Skill reinforcement
	3	Total Adult Day Array services, Waiver Funded - Provider Operated (unduplicated count) II.C.1 through II.C.3	1477	1512	Combination of Voc Hab and Day Support
F	1	PRIVATE PROVIDER LOCALLY FUNDED SERVICE			Summit DD pays 100% local for individuals not enrolled on Waiver
	2	Vocational Habilitation	105	113	Services teach and reinforce concepts related to work
	3	Day Support	119	123	Assessment, Personal care, Skill reinforcement
G	1	Vocational Habilitation/Day Support	1	1	Combination of Voc Hab and Day Support
	2	Total Adult Day Array services, Locally Funded - Private Provider (unduplicated count) II.D.1 through II.D.3	219	228	
	3	TOTAL ADULT Day Array services PRIVATE PROVIDER (unduplicated count) II.C.4 plus II.D.4	1695	1735	
H	1	TOTAL ADULT Day Array services (unduplicated count) II.B.5 plus II.D.5	1695	1735	
	2	Summit DD OPERATED EMPLOYMENT WAIVER FUNDED, Summit DD MATCH	1688	1739	
	3	Supported Employment Enclave	0	0	Summit DD contributes 40% Match for Waiver Eligible Individuals
I	1	Supported Employment Community	0	0	Help people to perform work in a regular employment setting with enhanced supervision
	2	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED	0	0	Help people to perform work in a regular employment setting with minimal support
	3	Total Adult Day Array services, Employment - Waiver Funded Summit DD Provided (unduplicated count) II.E.1 through II.E.2	0	0	
J	1	Supported Employment Enclave	0	0	Summit DD pays 100% local for individuals not enrolled on Waiver
	2	Summit DD OPERATED EMPLOYMENT LOCALLY FUNDED	0	0	Help people to perform work in a regular employment setting with enhanced supervision
	3	Total Adult Day Array services, Employment - Locally Funded Summit DD Provided (unduplicated count) II.F.1 through II.F.2	0	0	Help people to perform work in a regular employment setting with minimal support
K	1	TOTAL ADULT Day Array services, EMPLOYMENT Summit DD OPERATED (unduplicated count) II.E.3 plus II.F.3	0	0	
	2	PRIVATE PROVIDER EMPLOYMENT WAIVER FUNDED, Summit DD MATCH	0	0	
	3	Supported Employment Enclave	49	52	Summit DD contributes 40% Match for Waiver Eligible Individuals
L	1	Supported Employment (includes independent workers) Community	0	0	Help people to perform work in a regular employment setting with enhanced supervision
	2	Total Adult Day Array services, Employment - Waiver Funded Private Provider (unduplicated count) II.G.1 through II.G.2	49	52	Help people to perform work in a regular employment setting with minimal support
	3	PRIVATE PROVIDER EMPLOYMENT LOCALLY FUNDED			Summit DD pays 100% local for Individuals not enrolled on Waiver
M	1	Supported Employment Enclave	0	1	Help people to perform work in a regular employment setting with enhanced supervision
	2	Supported Employment (includes independent workers) Community	3	3	Help people to perform work in a regular employment setting with minimal support
	3	Total Adult Day Array services, Employment - Locally Funded Private Provider (unduplicated count) II.H.1 through II.H.2	3	4	
N	1	TOTAL ADULT Day Array services, EMPLOYMENT PRIVATE PROVIDER (unduplicated count) II.G.3 plus II.H.3	52	56	
	2	TOTAL ADULT Day Array services, EMPLOYMENT (unduplicated count) II.F.4 plus II.H.4	52	56	
	3	TOTAL ADULT Day Array services, EMPLOYMENT (unduplicated count) II.D.6 plus II.H.5	1746	1783	
O	1	Total Competitively Employed	TBD	TBD	
	2				
	3				

2019 March Census

Point in Time
Snapshot as of
3/31/19

Definitions

SSA ONLY			Point in Time Snapshot as of 3/31/19	Cumulative Year to Date	Definitions
III	A	Children - SSA Assigned	917	945	Age 0-22 in School, SSA Assigned, No Other Services Provided
	B	Adults - SSA Assigned	369	391	Age 22 and over - SSA Assigned, No Other Services Provided
	C	TOTAL SSA ONLY (unduplicated count) III.A through III.B	1285	1335	
IV	HOME AND COMMUNITY BASED WAIVERS				
	H/O WAIVERS				Summit DD contributes 40% Match
	1	Number of Waivers requested	XXX	XXX	As requested by Summit DD
V	2	Number of Waivers ODD awarded	XXX	XXX	As awarded by ODD
	3	Number of Waivers Filled	1400	1409	Waivers in active use
	4	Living Independently in community w/ Homemaker Personal Care Supports	460	485	In-Home supports in family home or persons' own residence
VI	5	Foster Homemaker Personal Care	0	0	Person living with care giver not a family member
	6	24/7 shared staffing for Homemaker Personal Care Supports	583	586	Person receiving 24/7 paid staff supervision support
	LEVEL ONE WAIVERS				
VII	1	Number of Waivers requested	XXX	XXX	As requested by Summit DD
	2	Number of Waivers ODD awarded	XXX	XXX	As awarded by ODD
	3	Number of Waivers Filled	732	738	Waivers in active use
VIII	4	Living Independently in community w/ Homemaker Personal Care Supports	344	359	In-Home supports in family home or persons' own residence
	SELF WAIVERS				
	1	Number of Waivers requested	XXX	XXX	
IX	2	Number of Waivers ODD awarded	XXX	XXX	
	3	Number of Waivers Filled	58	60	Waivers in active use
	4	TDD WAIVERS	0	0	
X	5	TOTAL NUMBER OF PERSONS SERVED ENROLLED ON WAIVERS (unduplicated count) IV.A.3 plus IV.B.3 plus C2 and D	2190	2201	
	Summit DD FUNDED SUPPORTED LIVING				Summit DD pays 100% local for individuals not enrolled on Waiver
	A	Living Independently in community w/ Homemaker Personal Care Supports	115	122	In-Home supports in family home or persons' own residence
XI	B	Foster Homemaker Personal Care	0	0	Person living with care giver not a family member
	C	24/7 shared staffing for Homemaker Personal Care Supports	3	4	Person receiving 24/7 paid staff supervision support
	D	TOTAL Summit DD FUNDED SUPPORTED LIVING (unduplicated count) V.A through V.D	118	125	Cumulative YTD #s may be duplicated across service categories
XII	INDIVIDUALS LIVING IN AN ICFDD (unduplicated count)		75	76	Individuals residing in an intermediate care facility funded by ODJFS, and is an option for persons served
	INDIVIDUALS LIVING IN A NURSING HOME (unduplicated count)		53	53	Individuals residing in a Nursing Home funded by ODJFS, and is an option for persons served
	TOTAL NUMBER OF INDIVIDUALS RECEIVING RESIDENTIAL SUPPORTS IV		1583	1618	Cumulative total of YTD residential supports is unduplicated
XIII	A4:5:6:1VB4, VD VI VII (unduplicated count)				
	TRANSPORTATION				
	A	Non Medical Transportation, Summit DD Operated, Waiver Funded (unduplicated count)	1	1	Transportation to and from Day Array services, Summit DD contributes 40% Match
XIV	B	Non Medical Transportation, Summit DD Operated, Locally Funded (unduplicated count)	1	1	Transportation to and from Day Array services, Summit DD pays 100% local
	C	TOTAL NUMBER OF PERSONS SERVED SUMMIT DD OPERATED TRANSPORTATION (unduplicated count) IX.A plus IX.B	2	2	
	D	Non Medical Transportation, Private Provider, Waiver Funded (unduplicated count)	1647	1677	Transportation to and from Day Array services, Summit DD contributes 40% Match
XV	E	Non Medical Transportation, Private Provider, Locally Funded (unduplicated count)	240	252	Transportation to and from Day Array services Includes Brokerage, Summit DD pays 100% local
	F	TOTAL NUMBER OF PERSONS SERVED PRIVATE PROVIDER TRANSPORTATION (unduplicated count) IX.D plus IX.E	1885	1924	
	G	TOTAL NUMBER OF PERSONS SERVED RECEIVING TRANSPORTATION (unduplicated count) IX.C plus IX.F	1887	1926	
XVI	QUALITY OF LIFE ACTIVITIES				
	A	Special Olympics	33	157	Summit DD pays 100% local
	B	Blast	39	152	number of people that participated in year around sports training and athletic competition (duplicate of number of people that participated in Social and Rec. for individuals employed in the community)
XVII	C	College For Living	138	254	number of people that attended Educational and Leisure classes offered this quarter.
	D	Camp	N/A	N/A	number of people that attended summer camp for school-aged students. (reported end of Aug)
	E	Family Support Services/Family Engagement Plan	N/A	158	number of people that were awarded FSS dollars for respite, Adaptive Equ. or home mod.
XVIII	F	Other	N/A	N/A	
	G	TOTAL NUMBER OF PARTICIPATIONS IN QUALITY OF LIFE ACTIVITIES X.A through X.G	210	721	Includes duplicates. NOT included in Total Lives Touched
XIX	TOTAL ANNUAL PERSONS SERVED (unduplicated count)		4066	4193	Cumulative total of YTD Persons Served receiving some type of service or support, SSA Assigned, Calico, Early Intervention, Typically Developing Children, School Age Registry
	WAITING LISTS Services Requested or Needed within 12 Months				
	Adult Day Array services		0		Waiting for Vac Hab, Day Support, and/or Supported Employment longer than 45 days
XX	A	24/7 shared staffing for Homemaker Personal Care Supports	0		Waiting to receive 24 x 7 paid staff supervision support
	B	Individual Options Waiver	1540		Waiting for an Individual Options waiver slot
	C	Level One Waiver	859		Waiting for a Level One waiver slot