

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

# **AGENDA**

Thursday, May 23, 2019  
Administrative Board Room  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

*No Discussion Only Items this month*

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

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

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

- V. APRIL 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. APRIL 25, 2019 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. FINANCE & FACILITIES COMMITTEE
    - 1. COMDOC CONTRACTS
    - 2. TANF SUMMER YOUTH WORK EXPERIENCE PROGRAM
    - 3. SUMMIT DD SUMMER YOUTH WORK PROGRAM
    - 4. MINUTE MEN STAFFING SERVICES CONTRACT
    - 5. APRIL FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
  - A. NATIONAL POLICE WEEK
  - B. 2019 FIRST QUARTER ACTION PLAN UPDATE
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
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
<b>Total</b>	<b>\$168,224</b>

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

       Services & Supports Committee

       HR/LR Committee

Date: April 2019

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

**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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
TANF Summer Youth Work Experience Program	Partnership between Summit County Job and Family Services, Summit DD and 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 10<sup>th</sup> through August 3<sup>rd</sup>, 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

Date:       April 1, 2019      

   X    Finance & Facilities Committee

   X    Services & Supports Committee

       HR/LR Committee



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

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

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

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. CONTRACTOR OBLIGATIONS**

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



- E. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. 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](mailto: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 Beastrom, President and CEO  
6161 Oak Tree Boulevard  
Independence, Ohio 44131

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

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

***SIGNATURES***

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

**PROVIDER:**

**SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD**

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

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

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

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

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

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

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

**EXHIBIT 1:**

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

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

NAME	ADDRESS

## CONCILIATION PROCEDURE

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

### STEP I

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

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

### STEP II

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

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

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

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Summit DD's Summer work program	Partnership between Summit DD and 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 10<sup>th</sup> until August 3<sup>rd</sup>.

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

X Services & Supports Committee

       HR/LR Committee

Date: April 1, 2019

**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.mulreports@summitdd.org](mailto:www.mulreports@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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Payroll Administration Services and employer of record for Summit DD's Summer Work program	Summit DD requires an entity to serve as employer of record and administer payroll for the students enrolled in this program.	Approval of a contract with Minute Men for an amount not to exceed \$54,000 for the period June 1 <sup>st</sup> to August 31 <sup>st</sup> 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 #3 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 DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE FOUR MONTHS ENDED APRIL 30, 2019 AND 2018**

	4/30/2019				4/30/2018			
	2019	2019	YTD \$	YTD %	2018	2018	YTD \$	YTD %
	ANNUAL	YTD	BUDGET	BUDGET	ANNUAL	YTD	BUDGET	BUDGET
	BUDGET	ACTUAL	REMAINING	REMAINING	BUDGET	ACTUAL	REMAINING	REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 51,941,268	\$ 23,457,442	\$ 28,483,826	54.8% <b>1</b>	\$ 51,456,835	\$ 24,050,176	\$ 27,406,659	53.3%
REIMBURSEMENTS	13,462,254	3,155,881	10,306,373	76.6% <b>2</b>	12,301,000	6,682,841	5,618,159	45.7%
GRANTS	1,523,329	295,346	1,227,983	80.6%	1,250,000	427,882	822,118	65.8%
CONTRACT SERVICES	120,000	7,911	112,089	93.4%	450,000	38,029	411,971	91.5%
REFUNDS	-	2,100	(2,100)	0.0%	-	16,451	(16,451)	0.0%
OTHER RECEIPTS	96,000	49,098	46,902	48.9%	86,000	122,844	(36,844)	-42.8%
<b>TOTAL REVENUE</b>	<b>\$ 67,142,851</b>	<b>\$ 26,967,778</b>	<b>\$ 40,175,073</b>	<b>59.8%</b>	<b>\$ 65,543,835</b>	<b>\$ 31,338,223</b>	<b>\$ 34,205,612</b>	<b>52.2%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 16,409,804	\$ 5,138,353	\$ 11,271,451	68.7%	\$ 19,083,932	\$ 5,884,901	\$ 13,199,031	69.2%
EMPLOYEE BENEFITS	9,278,922	3,603,672	5,675,250	61.2%	8,611,271	2,109,872	6,501,399	75.5%
SUPPLIES	431,423	141,680	289,743	67.2%	708,020	167,937	540,083	76.3%
TRAVEL AND TRAINING	297,700	98,502	199,198	66.9%	315,350	73,099	242,251	76.8%
DIRECT CONTRACT SERVICES	9,584,733	2,905,419	6,679,314	69.7%	9,320,084	3,252,524	6,067,560	65.1%
INDIRECT CONTRACT SERVICES	1,850,835	581,463	1,269,372	68.6% <b>3</b>	2,174,030	628,252	1,545,778	71.1%
MEDICAID COSTS	30,390,000	13,745,460	16,644,540	54.8% <b>4</b>	28,410,000	13,236,209	15,173,791	53.4%
UTILITIES	565,175	174,748	390,427	69.1%	649,174	176,096	473,078	72.9%
RENTALS	8,000	2,281	5,719	71.5%	23,600	19,249	4,351	18.4%
ADVERTISING	145,000	44,632	100,368	69.2%	132,000	37,752	94,248	71.4%
OTHER EXPENSES	311,817	121,351	190,466	61.1%	335,250	103,569	231,681	69.1%
EQUIPMENT	304,000	35,850	268,150	88.2%	342,000	93,799	248,201	72.6%
REAL PROPERTY IMPROVEMENTS	300,000	8,790	291,210	97.1%	350,000	4,914	345,086	98.6%
<b>TOTAL EXPENDITURES</b>	<b>\$ 69,877,409</b>	<b>\$ 26,602,201</b>	<b>\$ 43,275,208</b>	<b>61.9%</b>	<b>\$ 70,454,711</b>	<b>\$ 25,788,173</b>	<b>\$ 44,666,538</b>	<b>63.4%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (2,734,558)</b>	<b>\$ 365,577</b>			<b>\$ (4,910,876)</b>	<b>\$ 5,550,050</b>		
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>						
PLUS: REVENUE	\$ 50,720,263	\$ 50,720,263						
LESS: EXPENDITURES	67,142,851	26,967,778						
<b>ENDING FUND BALANCE</b>	<b>(69,877,409)</b>	<b>(26,602,201)</b>						
	\$ 47,985,705	\$ 51,085,840						

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

**SUMMIT COUNTY DD BOARD**  
**NOTES TO FINANCIAL STATEMENT**  
**FOR THE MONTH ENDED APRIL 30, 2019**  
**(Rounded)**

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

<b><u>Revenue:</u></b>				
<b>1</b>	Property Taxes:	First half property tax settlement.	\$	23,446,500
<b>2</b>	Reimbursements:	Quarterly state subsidy, FY17 Waiver match reconciliation.		660,900 322,700
				8.3% 66.7%
<b><u>Expenditures:</u></b>				
<b>3</b>	Indirect Contract Services:	Payment of the inter-governmental agreement for the Summit 2020 Quality of Life Project.	\$	65,000
<b>4</b>	Medicaid Costs:	Payments to DODD for the following costs: Quarterly waiver match, Quarterly waiver administration fee.		6,514,300 319,800
<b><u>Expenditures:</u></b>				
	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

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

## Summit County Board of Developmental Disabilities

# MINUTES - DRAFT

Thursday, April 25, 2019  
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, April 25, 2019 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:36 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 Kamlowsky, Assistant Superintendent	Mira Pozna, Director of Fiscal
Russ DuPlain, Director of IT, Records & Facilities	Drew Williams, Director of Community Supports & Development and others
Danyelle Conner, Director of HR	
Maggi Albright, Recording Secretary	

## I. INTRODUCTIONS

Mr. Trunk introduced Summit DD's new Director of Human Resources, Danyelle Conner, who started this past Monday. Ms. Conner has over 20 years' experience in the HR field and has worked the past few years as HR Director at the Cuyahoga County Court of Common Pleas, Domestic Relations. Prior to that she worked for the City of Cleveland. Ms. Conner has also served as an adjunct lecturer at Cleveland State University.

Mr. Trunk also welcomed a guest, Mary Ann Freedman, who oversees the Volunteer Guardian Program (VGP). He thanked her for attending and mentioned the Board would hear more from Ms. Freedman when the VGP contract is discussed this evening.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### **II. COMDOC CONTRACTS**

ComDoc has been working with Summit DD since late 2014 to provide customized technical support and consulting on a number of projects. There is \$120,000 budgeted for this work in 2019 and approximately \$39,938 has been spent year-to-date. Based on needs for the remainder of the year, the request is to enter into new consulting contracts in the amount of \$79,562.50, which would bring the total consulting portion of the contracts to \$119,500.50. Some reoccurring expenses with ComDoc include annual maintenance for software packages, printer support, existing licenses and additional licensing fees. Total amount of 2019 contracts with ComDoc is anticipated not to exceed \$168,224. Mr. Quade asked about ripple effects to contracts now that the Board is no longer a service provider. Mr. DuPlain replied that for the ComDoc contracts, there will be less user licensing needs but no change is anticipated due to licensing agreements. Mr. Briggs asked if ComDoc is a local company. Mr. DuPlain replied that ComDoc is based out of Uniontown, Ohio. Funds are available in the budget and the ComDoc contracts have been recommended for approval by the April Finance & Facilities Committee.

### **III. TANF SUMMER WORK EXPERIENCE PROGRAM**

Summit County Job & Family Services (JFS) has requested to partner with Summit DD for the fourth year to support between 40-45 students in the TANF Summer Work Experience Program and has allotted \$180,000 to cover the cost of the program. TANF is an eight-week summer work experience program that is administered by JFS. Eligibility for participation includes students between the ages of 14-17 who live with a family that has an income at or below 200% of the federal poverty level. The program runs from June 10<sup>th</sup> through August 3<sup>rd</sup> with students working about 20 hours per week at local business across Summit County and earning \$10.25/hour. The JFS funds allotted will cover the cost of an onsite job coach and transportation services. Summit DD will partner with six private providers to support students in this work experience. The six partner providers are Bridges Rehabilitation Services (\$40,665.60); Community Connections of NE Ohio (\$16,608.80); Hattie Larlham (\$8,304.40); Inner Peace Ever Light (\$16,608.80); Koinonia (\$16,608.80); and Louisa Ridge (\$80,558.72). Funds are available in the budget and the TANF Summer Work Experience Program and associated contracts have been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

### **IV. SUMMIT DD SUMMER YOUTH WORK PROGRAM**

Summit DD would like to administer a summer work program for youth between the ages of 16-20 who are enrolled in school or recently graduated. This would be in addition to the TANF Summer Program. Students who participate in the Summit DD Program will work about 20 hours per week for eight weeks, June 10<sup>th</sup> through August 3<sup>rd</sup>, and be paid minimum wage of \$8.55/hour.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### **IV. SUMMIT DD SUMMER YOUTH WORK PROGRAM** *(continued)*

Students will be supported in groups of 2-3 with onsite job coaching while they are working. Students will work at various community-based businesses throughout Summit County. Summit DD will contract with five private providers who will provide onsite job coaching and transportation services. The five providers are: Bridges to Rehabilitation Services (\$60,000); Community Connections of NE Ohio (\$16,608.80); Hattie Larlham (\$16,608.80); Koinonia (\$8,304.40); and Total Education Solutions (\$42,086.40). The total amount will not exceed \$143,608.40. A separate Agreement with Minute Men Staffing Services will be presented to the Board for consideration. This Agreement will cover payroll, worker's compensation and other administrative requirements. Last year the Summit DD program supported 40 students in this program. This year the program will support 30 students and will be working with ten additional students who participated last year to assist them in being hired directly by local employers. Funds are available in the budget and the Summit DD Summer Youth Work Program and associated contracts have been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

### **V. MINUTE MEN STAFFING SERVICES CONTRACT**

The request is to enter into a contract with Minute Men Staffing Services for the period June 1 through August 31, 2019, in an amount not to exceed \$54,000, to provide payroll administration services and to be the employer of record for Summit DD's Summer Youth Work Program. Minute Men Staffing Services will verify that all students are eligible to work, process payroll, ensure students are paid weekly, that Worker's Compensation and other legally required insurances are in place and that students/families are provided with all required tax-related information. To provide these services, Minute Men Staffing will charge a 30% service fee. This will result in Summit DD being billed \$11.12 per hour that students work. Of that amount \$8.55 will cover wages paid to students and \$2.57 will cover the Minute Men Staffing fee. The total cost per student, including Minute Men fees, will be \$1,792, with the student earning \$1,368. Funds are available in the budget and the Minute Men Staffing Services Contract has been recommended for approval by the April Finance & Facilities and Services & Supports Committees.

### **VI. VOLUNTEER GUARDIAN PROGRAM CONTRACT**

Mary Ann Freedman thanked the Superintendent and his staff, stating they work hard to educate and problem solve to ensure the best outcomes for DD wards. She thanked the Board for considering renewal of the VGP contract and talked about the importance of guardians for people when other options aren't available and also discussed ways people can become volunteer guardians. Mr. Briggs commented that Ms. Freedman is the heart and soul of the program and stated the VGP would not be what it is today without her.



MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### **VI. VOLUNTEER GUARDIAN PROGRAM CONTRACT** *(continued)*

Mr. Trunk said the VGP grew from a small program to one that now supports more than 235 cases with about 115 volunteers and noted that not many other counties in Ohio have this type of program in place. Mr. Briggs added that Judge Stormer talks with other judges and they don't understand how Summit County accomplishes a program of this nature; it's the collaboration and partnerships that enable these types of agreements. 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 VGP has been in place for five years and was previously 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. 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. 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 cases that are more complex. Funds are available in the budget and the Volunteer Guardian Program Contract has been recommended for approval by the March Finance & Facilities Committee.

### **VII. MARCH FINANCIAL STATEMENTS**

March ended with deficit spending in the amount of \$14,330,173 and a fund balance of \$36,390,090. Tax settlement has not been received. About 70% of revenue is from property taxes, which is typically received around the beginning of April and in the fall.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### **VII. MARCH FINANCIAL STATEMENTS** *(continued)*

Revenue for the month included Medicaid Administrative Claims quarterly reimbursement of \$350,000 and \$49,900 quarterly reimbursement of the multi-system youth grant. Some expenditures for March included \$50,000 for the annual Oriana House contract and \$62,400 for software, licensing and network security monitoring. Mrs. Lee commented that she is still surprised at the amount of annual OACB dues. Mr. Trunk replied that OACB dues are calculated based on the number of individuals supported in the county. He noted that OACB also provides good representation at the legislative level. The March Financial Statements have been recommended for approval by the April Finance & Facilities Committee.

The work session adjourned at 6:02 p.m.



MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:02 p.m.

### **I. CAUCUS - BOARD MEMBERS**

Mr. Quade thanked the Superintendent for providing the Board Member training in March and stated that he has contracted with Ms. Marsh to do a training with his Board.

Mr. Briggs commented that several years ago he approached the Board with the concept of putting all consumer information into a CAD system in conjunction with the *Take Me Home* Program so that law enforcement has information to better assist individuals in emergency situations. He noted the County and the City of Akron are close to implementing a CAD system and he's very excited about moving forward with this project.

Mr. Dohnal noted he saw an article in the Akron Beacon Journal about the Superintendent being the guest speaker at an upcoming Kiwanis event. He mentioned that the Board may want to consider inviting community groups to come to Board Meetings to hear and see what the Board does and suggested that staff could provide information about how contracts are vetted and how business is conducted.

Mr. Trunk thanked Mr. Dohnal for the suggestion and said he hopes to get more people involved.

Mrs. Ricks thanked the Superintendent and staff for the wonderful accreditation celebration at Jilly's Music Room. It was very nice to see staff come together and celebrate this achievement. Mrs. Wilkinson added that she thought it was a fantastic event and it was great to meet staff. She stated Summit DD has the best staff anywhere!

### **II. PUBLIC COMMENT**

Leslie Frank, a parent and former Summit DD staff, commented that she is seeing Summit DD billboards all around the County and they look great. She thanked the Superintendent for providing information on the website relative to employment opportunities at Cuyahoga County. Ms. Frank offered condolences to the family of Kathy Dreslinski, a long-time staff who recently passed away after illness. Ms. Frank mentioned a fundraiser for Zane's Foundation, an organization started by a parent, Stacy Youseff. The Foundation assists families with expenses that are not typically covered. Ms. Frank thanked the Board for the great job they are doing.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### III. APPROVAL OF MINUTES

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

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

##### No. 19-04-01

Mr. Briggs moved that the Board approve the minutes of the March 28, 2019 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mr. Quade, was unanimously approved.

### IV. BOARD ACTION ITEMS

#### A. FINANCE & FACILITIES COMMITTEE

##### 1. VOLUNTEER GUARDIAN PROGRAM

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

##### No. 19-04-02

Mr. Quade moved that the Board approve the renewal of a Memorandum of Agreement with the Summit County Combined General Health District and other county partners in support of the Volunteer Guardian Program, for the period April 1, 2019 through March 31, 2020, in an amount not to exceed Fifty Thousand Dollars (\$50,000), as presented in attachment #5, and that the Superintendent be authorized to sign said Agreement. The motion, seconded by Mr. Briggs, was unanimously approved.

##### 2. MARCH FINANCIAL STATEMENTS

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

##### No. 19-04-03

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

### V. SUPERINTENDENT'S REPORT

#### A. CENSUS

Mr. Trunk stated staff have been analyzing data and will be presenting census information in a different format next quarter. Giving a two-year perspective, growth in March 2019 compared to March 2017 indicates the Board is supporting 171 more people, which is 2% growth over the past two years. There are 140 more waivers, which is 6% growth in two years and the Agency is supporting 160 more kids ages 3-5 than two years ago.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

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

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

Staff have been intentional about making connections with kids/families sooner. The Agency is supporting 100 more adults who only require SSA services. Two years ago the Board was providing day services and transportation services to about 450 people, today that number is zero. Mr. Trunk advised that staff will be gathering data and reporting on numbers that better reflect eligibility versus numbers supported. There are currently about 1,000 individuals who are eligible for services that may not be receiving them for a variety of reasons. Mrs. Lee noted that the number of kids not receiving services is an area of importance and critical information to capture.

#### **B. MISCELLANEOUS**

Mr. Trunk noted that he had a budget presentation with the SSAB Budget & Levy Review Committee on April 2<sup>nd</sup> and it went well. The purpose was to compare actual spending to the budgeted amount and also to give a general program update. SSAB Members were impressed by the Agency's smooth transition out of direct services, the ability to manage personnel matters and the forward-thinking fiscal planning.

The three-year accreditation certification was officially received from DODD. Many staff helped achieve this incredible success and Mr. Trunk thanked all involved for their hard work and effort. He stated he has received much positive feedback about the celebration event. He thanked Board Members for their support in attending the event.

Mr. Trunk thanked Tami Gaugler for inviting him to attend an important event about 2020 census. There is \$670 billion dollars in federal funds to be focused on housing, education, transportation and employment which could be at risk if census is not done properly. If people aren't counted those dollars could end up going to another state. Census is important because it results in funds flowing into the State. Mr. Briggs stated that the Agency needs a seat at the table because planning is going on now and we need to be a leader and voice in the community for people with disabilities and make sure that every person gets counted. Mr. Trunk said that staff are assisting providers in how to count people. Mrs. Gaugler added that once actual census forms are received there will be training on how to fill out and submit the information.

Mr. Trunk reminded everyone that the OACB Spring Conference will be held on May 30<sup>th</sup> and 31<sup>st</sup> at the Hilton @ Easton in Columbus. He asked the Board to let Mrs. Albright know by May 1<sup>st</sup> if they plan to attend. He noted that the Board Governance track will be on Friday, May 31<sup>st</sup>.

MINUTES – combined work session and regular meeting  
Thursday, April 25, 2019

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

### VI. PRESIDENT'S COMMENTS

Mrs. Wilkinson commented that she would like to share two brief stories. The first was about going to her sons' school to watch a lip sync battle in which her boys' class was a finalist. They were raising money for *Relay For Life*. She said that the entire school was supportive, and the kids voted on the winning class by putting money in the fundraising jars. She commented that it was great to see the school supporting kids of all abilities. The second story involved an encounter with a man at her workplace who made a very tasteless joke about people with disabilities.

Mrs. Wilkinson informed the man that her sons are Special Olympians and that she did not appreciate the joke and reminded him that he should think about his words before he speaks. Mrs. Wilkinson said that it struck her how kids are so accepting of others when adults, at times, are not. She encouraged everyone to speak up when they see or hear someone who is being cruel or insensitive. We are teaching our children to accept and include and there is still work to be done with adults. Don't be afraid to encourage acceptance of all.

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

---

Allyson V. Lee, Secretary



# 2019 Action Plan

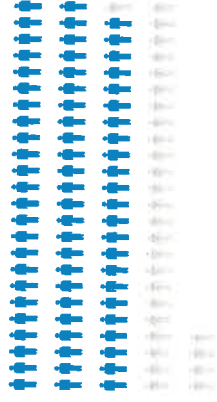
1st Quarter Results

# Goal 1

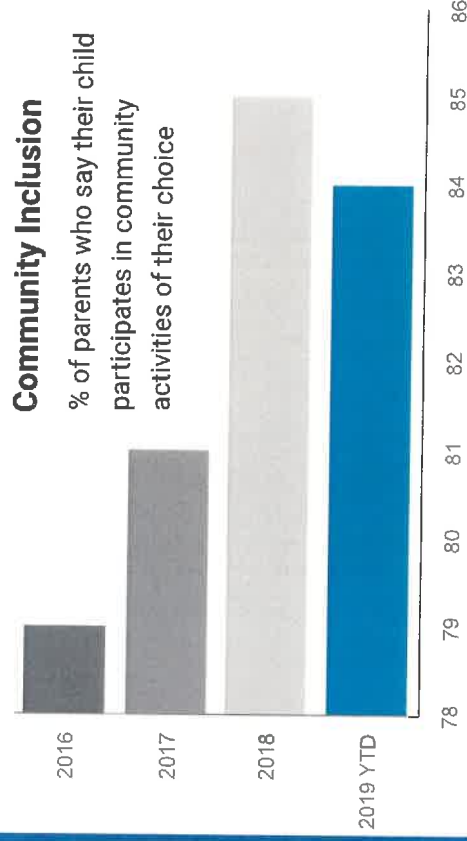
Ensure quality services while we cultivate opportunities for people to feel included

71%

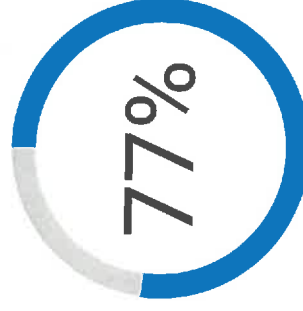
Adults who have friends other than staff or family



**Community Inclusion**  
% of parents who say their child participates in community activities of their choice



Adults that feel their direct care staff treat them with respect



Adults who feel they have had input into their service plan



## % High Satisfaction

People



Residential Services



Day Programs



Transportation Services

Parents/Guardians



Residential Services



Day Programs



Transportation



Early Intervention Services





# 1st Quarter ACHIEVEMENTS



## Identifying Outcomes

Positive feedback from DODD on new ISP. All SSA's training in outcome writing with additional training to be done in May.

## Provider Partnership Pilot

Developed an action plan with goals. Two high priorities include developing local solutions for Direct Service Professional shortage and to increase levels of support for people with complex needs. Summit DD endorsed increasing rate of pay for DSP's.

## Grants

Summit DD secured grant funding for multi-system youth and TANF funding to support youth summer employment.

## Sharing Success Stories

Summit DD recognized community partners at annual Community Appreciation Breakfast.

## Goal 2

Empower an engaged workforce  
that achieves the best  
outcomes for people we support.

# 1.06%

Voluntary turnover rate, compared  
to 2.3% nationwide

### Diversity Priorities

SSA staff that reflect the communities of those we serve, including Summit County's refugee and immigrant residents.

### Measuring Engagement

Developing survey to determine baseline levels of engagement and factors that impact employee engagement.

### Hiring the Right People

Updated interview questions to ensure that employees we hire reflect the core competencies of the Agency's values.

## Goal 3

Ensure our system is sustainable  
for future generations



Budget remaining after the  
first quarter, we are on track to  
meet our budget

# 7.8%

Administrative costs as a % of  
total budget

### Facilities Planning

Data-based planning for future facilities use that allows us to best serve the community in the most efficient manner. Preparing for design phase of future facilities planning.

### Prioritizing Expenditures

Updated the payor of last report policy to reflect waiting list rules. Analyzing data to prepare for the 2020 budget process.