

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

AGENDA

Thursday, November 21, 2019
Administrative Board Room
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. SUMMIT DD 2020 ACTION PLAN
- II. FACILITIES RENOVATIONS PROJECT
- III. SUCCESS4KIDZ THERAPY CONTRACT
- IV. SUMMIT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES ON-SITE ASSISTANCE CONTRACT
- V. NORTHEAST OHIO NETWORK CONTRACT – FAMILY ENGAGEMENT PROGRAM
- VI. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTRACT
- VII. GARDINER CONTRACT
- VIII. PRIMARY SOLUTIONS CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- IX. SUMMIT COUNTY SHERIFF'S CONTRACT
- X. ALTURA CONTRACTS

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- XI. OCTOBER 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. OCTOBER 24, 2019 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. SUMMIT COUNTY SHERIFF'S CONTRACT
 - 2. ALTURA CONTRACTS
 - 3. OCTOBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT'S REPORT
 - A. OACB ANNUAL CONFERENCE – DELEGATE ASSEMBLY
- VIII. PRESIDENT'S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
2020 Action Plan	Ohio Administrative Code requires each county board to adopt by resolution a strategic plan. The Board approved the 2019 – 2021 Long Range Plan in October 2018. The 2020 Action Plan outlines the action items Summit DD will carry out during the second year of the Long Range Plan.	Approve the 2020 Action Plan

SUPPORTING DATA FOR RECOMMENDATION

Summit DD's Board approved the 2019 – 2021 Long Range Plan that updated the mission, vision, values and three-year goals of the Agency. Each year, Summit DD creates an action plan that outlines specific action items that will be implemented to achieve the three-year goals of the Long Range Plan. Action items in 2020 include:

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

1. Partner with providers to enhance services to individuals we support.
2. Connect individuals to an array of residential options in the community.
3. Increase access and support for multi-system youth.
4. Enhance supports for transition-age youth.
5. Ensure Early Intervention services meet growing demand for services.

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

6. Recruit a qualified, diverse pool of candidates.
7. Implement a performance management system.
8. Implement work systems that support the needs of those we support.

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

9. Address the needs of those on the wait list.
10. Implement facilities use plan.
11. Continue to refine long-term financial forecasts.
12. Use data to drive organizational excellence.

Feedback from individuals, families/guardians, and providers will be gathered over the next month.

Recommended for approval by the November Finance & Facilities and Services and Supports Committees. To be reviewed by the December HR/LR Committee.

Submitted By: Billie Jo David

Date: 11/4/19

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

Summit DD

2020 Action Plan

2019 – 2021 Long Range Plan

Mission

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

Vision

Summit County is a community where people feel included.

Values

Respect - Collaboration - Innovation - Inclusion - Excellence - Trust

Trust

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

Respect

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

Collaboration

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

Innovation

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

Inclusion

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

Excellence

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

Long Range Plan Goals

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

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

Objectives include:

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

2020 Action Items

Ensure Early Intervention services meet growing demand for services.

Ohio's biennium budget increased its investment in Early Intervention (EI). This investment allows infants with a diagnosis of Neonatal Abstinence Syndrome (fetal exposure to addictive substances) or elevated blood lead levels to become automatically eligible for Ohio EI. Summit County has experienced a dramatic increase in the number of children and families who receive EI services over the past three years, and expect that growth will continue. We will review our processes from intake and eligibility determination, to service coordination, to the provision of services to ensure family have timely access to quality EI services.

Increase access and support for multi-system youth.

Ohio has invested significant funding to support youth and families who are involved in multiple systems, with a goal of preventing custody relinquishment for the sole purpose of receiving needed services. Summit DD will continue to coordinate with agencies that make up Summit County's Family and Children First Council to locally support Board eligible children with complex needs. Summit DD will collaborate with our community partners to enhance supports to multi-system youth, with the goal of keeping families together.

Enhance supports for transition-age youth.

Graduates from high school have many choices to make about their futures, youth with disabilities face the same choices. Summit DD has a dedicated team of Service and Support Administrators (SSAs) that will explore these choices with individuals and families. Summit DD has partnered with local schools to develop pilot programs with the goal of graduates becoming college or career ready. Summit DD will use the outcomes and learning from those pilots to expand the pilot to additional school districts and grade levels.

Connect individuals to an array of residential options in the community.

Summit DD will use information about the desired residential outcomes identified in the individual service plans to develop residential options in the community. We will collaborate with residential agencies, such as Akron Metropolitan House Authority, and landlords to support people in a variety of

residential settings that meet their needs. From independent living, to drop in support, to 24/7 supports, adults should enjoy the right to choose where they live within what they can afford.

Partner with providers to enhance services to individuals we support.

In 2019 Summit DD received a grant from the Ohio Association of County Boards to participate in a provider partnership pilot. The collaborative work group developed priorities for 2020 to enhance services to those we serve. Summit DD will take an active role in supporting the retention and recruitment of direct care professionals. The work group will develop quality indicators for the provision of services. Summit DD will provide a greater level of support and coordination for providers who serve people with complex behavioral needs. Finally, Summit DD will use feedback from providers through a survey to review its current provider support practices to ensure they meet the needs of the provider community.

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

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

Objectives include:

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

2020 Action Items

Recruit a qualified, diverse pool of candidates.

Through the creation of the 2019-2021 Long Range Plan, Summit DD updated its Mission, Vision, and Core Values. A team of Summit DD staff translated these core values into core competencies that individuals, families and the community should expect of all employees. In 2020, the Agency will focus its efforts on ensuring position descriptions reflect these core competencies and recruitment efforts produce a qualified, diverse candidate pool for vacant positions. Summit DD will implement a talent management system that effectively sources vacant positions and streamlines the onboarding process.

Implement a performance management system.

Summit DD will enhance job descriptions, onboarding, orientation and training to ensure core competencies are systematically demonstrated across the workforce. To accomplish this the Agency will implement an employee development program that focuses on regular coaching and continuous development of employees.

Implement work systems that support the needs of those we support.

As supports for those we serve become more community-based, our employees must also be more community-based to meet the needs of those we serve, at times that are more convenient for those we serve. Summit DD will review workplace policies and procedures, technology, and space needs to support a community-based workforce.

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

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

Objectives include:

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

2020 Action Items

Address the needs of those on the wait list.

Beginning September 1, 2018, every county board of developmental disabilities will use a statewide assessment process to evaluate the needs of each person requesting services from the county board, and to assess the needs of individuals who are on the transitional waiting list. The assessment will help determine if there is a need for service that is not being met. If the individual has an immediate need, it will be met within 30 days. If an individual has an unmet need that is not a threat to their health and safety, the individual may be placed on a current needs waiting list. Summit DD will annually review the needs of the individuals on the current needs waiting list and will allocate resources to meet those needs based on available funding.

Implement facilities use plan.

In 2019 Summit DD announced plans to renovate its Barberton and Cuyahoga Falls workshops into office space for the Agency's 280 employees (pending board approval in 2019), drastically reducing the total amount of square feet and acreage the Agency maintains. The next phase of the facilities use project involve the detailed design of the remodeled facilities and the request for proposal for future construction. Summit DD will continue to work with stakeholders on the future use or sale of current buildings.

Continue to refine long-term financial forecasts.

Summit DD has realized drastic growth in the number of adults and kids eligible for services over the past five years. This drastic growth has resulted in an increase in spending on services for eligible individuals, with revenue remaining fairly flat. Despite this growth the Agency has remained fiscally responsible and has maintained a fund balance that protects services for individuals. However, it is projected that deficit spending to meet the growing demand for services could impact the future fund balance. The Agency will identify future growth, revenue and expenditure scenarios to create a longer-term financial forecast that protects the health and welfare of those eligible for services.

Use data to drive organizational excellence.

Summit DD will examine how it selects, gathers, analyzes, manages, and improves its data, information, and knowledge assets; how it learns; and how it manages information technology to improve performance. The Agency will also align how it uses the review those findings to improve performance to ensure it is consistent with current trends and best practices.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Facilities renovations and related activities	Develop Barberton and Cuyahoga Falls locations to convert into office space	The Board approve the request for expenditures in an amount not to exceed \$10,610,000 to execute the facilities plan

SUPPORTING DATA FOR RECOMMENDATION

Summit DD recently completed an exercise related to future facilities planning and analysis. The details of that exercise are summarized below and in the supporting documentation. This request for funding will allow Summit DD the opportunity to enter into various agreements related to redevelopment of Barberton and Cuyahoga Falls.

- Summit DD conducted a data-driven study and analysis to determine how to best serve our customers in all geographic areas while maximizing our current assets. This resulted in a plan to redevelop our Barberton and Cuyahoga Falls locations.
- We have been coordinating with the County and the cities of Barberton, Cuyahoga Falls, and Tallmadge on various aspects related to our plans.
- The City of Cuyahoga Falls has purchased property adjacent to our building and will be funding and developing the creation of parking for use by Summit DD employees.
- The Barberton location will be renovated at an estimated cost of \$3,350,000
- The Cuyahoga Falls location will be renovated and expanded at an estimated cost of \$6,580,000.
- The data center (aka server room) at Admin is overdue for upgrades. The new network, server, and storage equipment will be installed in Cuyahoga Falls at an estimated cost of \$680,000.
- Various agreements will be required to develop and implement this plan, with a total cost not to exceed \$10,610,000.
- Funding will be available in the 2019/2020 Permanent Improvement fund.

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

Submitted By: Russ DuPlain

Date: November 2019

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

Estimated Expenses for Development of Cuyahoga Falls and Barberton

	Barberton	Cuyahoga Falls
Existing building (square feet)	15,156	15,848
Expansion (square feet)	0	7,262
Total square feet	15,156	23,110
Hard Construction Cost		
Renovation and construction costs	\$ 1,472,954	\$ 3,129,990
Construction-related costs and fees	\$ 419,792	\$ 892,047
Construction contingencies	\$ 220,943	\$ 469,499
Total Hard Construction Cost	\$ 2,113,689	\$ 4,491,536
Furniture & Fixtures Cost		
Modular offices, furniture, and fixtures	\$ 644,540	\$ 1,037,229
F&F contingency	\$ 128,908	\$ 207,446
Total Furniture & Fixtures Cost	\$ 773,448	\$ 1,244,675
Architect & Engineering and Other Soft Cost		
A&E Fees (based on building costs)	\$ 144,828	\$ 307,756
Other site development and project costs	\$ 117,106	\$ 208,480
Moving and miscellaneous expenses	\$ 155,088	\$ 213,982
Soft cost contingencies	\$ 48,770	\$ 110,510
Total A&E + Soft Cost	\$ 465,792	\$ 840,728
Total Building Cost	\$ 3,352,929	\$ 6,576,938

Total Combined Building Costs (excluding contingencies) \$ 8,743,792

Total Combined Building Contingencies \$ 1,186,075

Total Combined Building Cost \$ 9,929,867

Data Center Move \$ 580,000

Data Center Move Contingency \$ 100,000

Total Project Cost: \$ 10,609,867



Facilities Project

Building our Future

Agenda

- High level facilities plan
- Sample of design concepts
- Parking changes at Cuyahoga Falls
- Project timing
- Workplace enhancements/data center
- Costs
- Funding
- Board action



High Level Facilities Plan

- Renovate Cuyahoga Falls and Barberton locations into office spaces
 - Cuyahoga Falls will also be expanded by 7,262 sq. feet (appx. 50% increase in size)
- The City of Cuyahoga Falls has purchased adjacent land and will develop parking
 - Exclusive use by Summit DD employees 7 a.m. – 5 p.m., weekdays
- Discussing a parking agreement and possible parking lot enhancements with the City of Barberton



High Level Facilities Plan

- Reduce total square footage maintained by Summit DD from over 250,000 to approximately 38,000
 - Currently over half of our total square footage is vacant or leased
 - Much of the existing space in use is very inefficient
 - Reduction of property from 43 acres to about 4-5 acres
- Tallmadge campus will be vacated
 - Continuing discussions with the County and City of Tallmadge to identify the future of the main campus
- Archive Records and Facilities storage may be at a different location



berton **DRAFT**

1st FLOOR

LEGEND:

- WORKSTATION
- CLASSROOM
- OFFICE
- STORAGE
- STORAGE
- RESTROOM

ROOMS:

- CLASSROOMS (e.g., 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881,

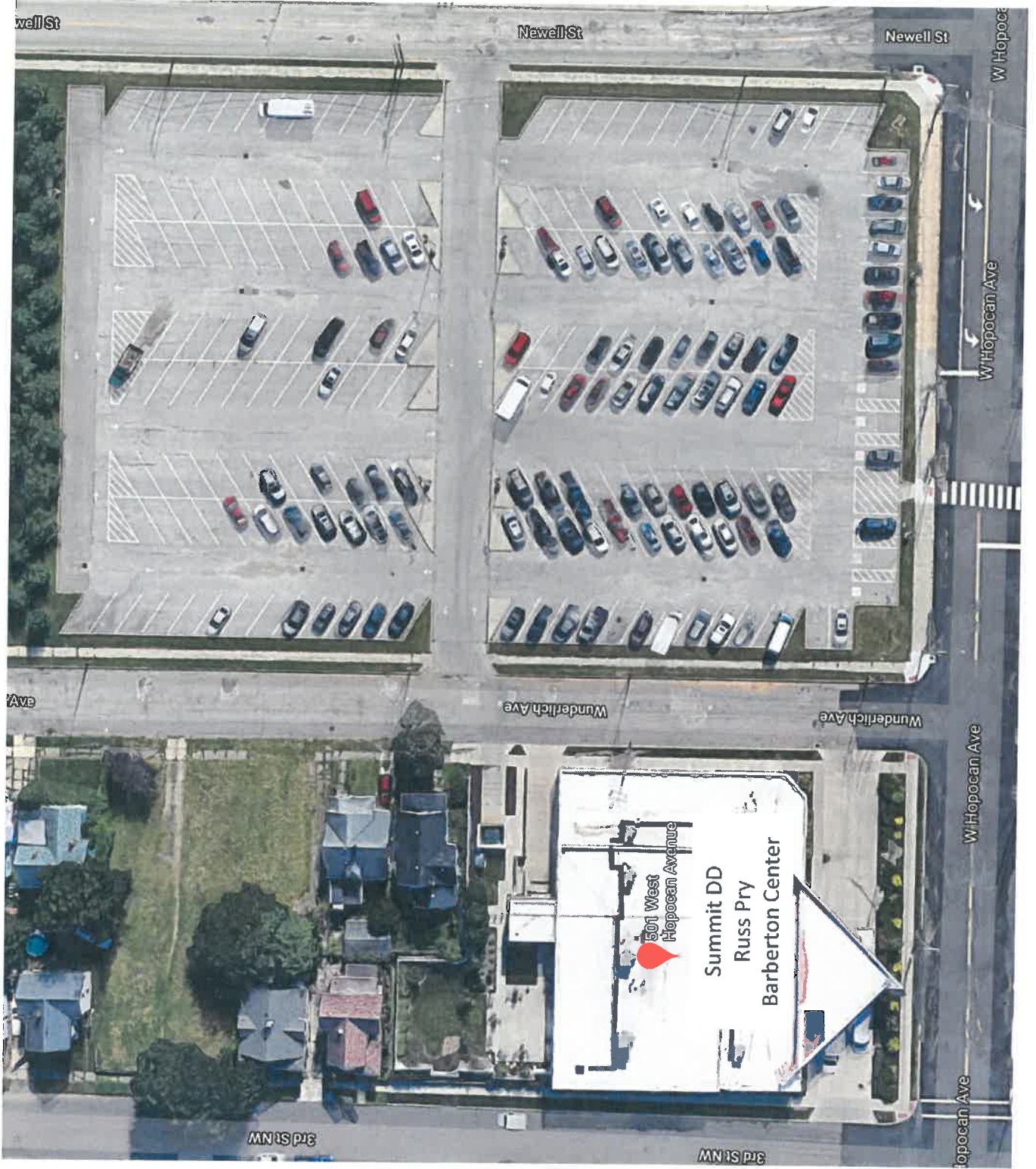
Sample Design Concepts – Not Final Designs

Cuyahoga Falls





Barberton - Parking



Project Timing

- Board review and approval in Nov and Dec 2019
- Select Construction Manager by Jan 2020
- Design phase to begin in Jan 2020
 - Design, furniture selection, final site layouts, blueprints, etc
 - Will last around 8-9 months
- Bids for renovations and construction will be handled by the Construction Manager Sep – Dec 2020
- Construction phase to begin Jan 2021
 - City of Cuyahoga Falls expects to have parking completed by the end of 2020
- Barberton target move-in date Sep 2021
- Cuyahoga Falls target move-in date Jan 2022



Workplace Enhancements / Data Center

- Establish new primary data center (server room) at Cuyahoga Falls site
 - Cuy Falls is currently the data center disaster recovery site
 - Our primary data center (at Admin) is overdue for an upgrade; it has been intentionally delayed to incorporate the design to work with the future facilities plan
 - Location of the future disaster recovery site is still being evaluated
- Numerous technology enhancements are in the works for the next 1-2 years to improve our employees ability to be mobile (phone system upgrade, electronic signatures, SharePoint redesign, remote access to Gatekeeper, etc)
- Will be developing workplace policies and procedures to support remote work



Costs

- Barberton: \$3.35 M
 - Barberton parking improvements expected to cost about \$350k (included in above total)
- Cuyahoga Falls: \$6.58 M
 - Summit DD will develop improved access & traffic flow on Board property (City of Cuy Falls is investing approximately \$2.5 M to acquire land and develop adjacent parking)
- Data center (aka “server room”) relocation: \$680k
 - \$580k for new hardware, software, and installation costs
 - \$100k contingency
- **Total cost of project = \$10.61 M**



Funding

- \$5.89 M currently available in Capital fund
 - Not including est. \$2.24 M upcoming Cost Report settlement funds earmarked for Capital fund
- Sale of buildings and assets will feed into Capital fund
 - Estimated \$2.50 M in proceeds
- **Total current / future available funding: \$10.63 M**
- Operational savings - Current facilities operating expenses vs expected operating expenses at future sites
 - Expected savings of over \$600k / year
 - ROI of 17.4 years, not factoring in cost avoidance below
- Cost avoidance: HVAC, Roof, Electrical at Admin – \$4 M
 - ROI of 10.8 years factoring in repairs needed on Admin building



Board Actions

- Seeking Board approval for budget amount not to exceed \$10,610,000 in funding to execute the facilities plan
 - Renovate Barberton at an estimated cost of \$3.35 M
 - Renovate and expand Cuyahoga Falls at an estimated cost of \$6.58 M
 - Relocate data center (server room) at an estimated cost of \$680k
 - Authority for Superintendent to enter into contracts required to execute the facilities plan (for example Architecture services, Construction Management, etc)
- Future Board action items
 - Divesting of facilities and unneeded assets



Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention program.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/20 to 12/31/20, for a total contract amount not to exceed \$466,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention

of Individuals Currently Served by S4K: 188 kids on caseload, 1,902 visits completed in 9 months

Amount of Increase: \$10,000

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

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

In the past 9 months, S4K has completed 1,902 home visits acting both as the primary service provider and secondary service provider. This is an average of 211 visits per month which is an increase of 16 visits a month from last year. This increase is consistent with the increase in children eligible for early intervention services. They also act as the primary service provider for 98 families and as secondary service provider for 90 families. They also serve 16 children 3-5 years old and collaborate with the Inclusion program to help promote inclusion in child care centers.

In 2017, services provided in this contract were put out to bid through the RFP process. The intent will be to do that again at the end of this contract period.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service which is the standard Medicaid rate. Funds are in the 2020 budget.

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

Submitted By: Holly Brugh

Date: November 2019

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. The Contractor agrees to provide occupational therapy (OT) and physical therapy (PT) services and supports to the Early Intervention program in the following manner:

1. Contractor has a thorough understanding of Federal Part C regulations and Ohio's Early Intervention system including its mission, vision and standards as outlined in Ohio Administrative Code Chapter 5123-10 and will maintain and provide documentation as required.
 2. Contractor will participate in:
 - a. The evaluation of children, if necessary, to determine eligibility with Informed Clinical Opinion and gather needed information to establish outcomes that are most important to families;
 - b. The assessment of children to determine need for program planning;
 - c. Weekly team meetings that includes the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities;
 - d. Enhancing other professionals' abilities to incorporate OT and/or PT strategies into families' daily routines; and
 - e. Acting as the Primary Service Provider (PSP) and/or Secondary Service Provider (SSP).
 3. Contractor will maintain competency in the use of the following assessment tools, including but not limited to: Battelle Developmental Inventory-II (BDI-2); Hawaii Early Learning Profile (HELP); Assessment, Evaluation & Programming System (AEPS)
 4. Occupational Therapy Assistants and Physical Therapy Assistants will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law.
- C. Contractor agrees to offer consultative support upon request by Summit DD to projects that promote inclusion.
- D. Contractor shall utilize Summit DD systems as requested including but not limited to JobRouter for workflow, DocuWare for electronic files, and Gatekeeper for documentation of all case notes.
- E. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- F. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color,

disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.

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

- N. Employees of Contractor are not “public employees” for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed FOUR HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED DOLLARS (\$466,500.00) and is limited to the Summit DD’S 2020 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2020 through December 31, 2020.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in “Exhibit 2” attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation

Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

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

Uniontown, OH 44685

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

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

SUCCESS 4 KIDZ

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

MICHAEL D. TODD
ASSISTANT PROSECUTING ATTORNEY
SUMMIT COUNTY, OHIO

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Department of Jobs and Family Services for onsite assistance.	Renewal of contract for DJFS staff to work at Summit DD locations.	Approval of DJFS onsite assistance contract effective January 1, 2020 to December 31, 2020. Contract amount not to exceed \$80,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: All Medicaid Enrollees

Amount of Increase: \$2000

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

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

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

The JFS worker is supporting on average 32 people a month with Medicaid eligibility as it pertains to a DoDD waiver and 9 additional people with community Medicaid. In addition, the worker is supporting SSAs and individuals through an average of 82 phone calls and 187 emails each month.

Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$80,000 annually. The increase of \$2000 is to support a salary increase for the JFS worker.

Funds are available in the 2020 budget.

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

Submitted By: Holly Brugh

Date: November 2019

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Family Engagement Program reimbursement provided by North East Ohio Network (NEON) Council of Governments (COG). Also includes Annual dues for NEON services.	<ul style="list-style-type: none"> • Flow Through for the Family Engagement Program • Fiscal administration of the Family Engagement Program • Annual Dues 	<ul style="list-style-type: none"> • To approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed \$621,000 for the period of January 1, 2020 through December 31, 2020.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: 705

Amount of Increase/Decrease: \$0

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

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

To date, 705 families accessed FEP with the majority using funds to pay for both community based (61) and specialized (223) camps, community clubs/classes (219) and adaptive equipment (59). Families paid for the goods/services up front and upon an approved receipt, were then reimbursed for their expenses.

This contract allows NEON to deposit funds directly into a parents or guardians account for the reimbursement. The total amount allocated to NEON for the Family Engagement Program is \$605,000.

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

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

TOTAL CONTRACT AMOUNT: \$621,000

Funds are in the 2020 budget.

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

Submitted By: Holly Brugh

Date: November 2019

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee



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

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and North East Ohio Network, with its principal office located at 5121 Mahoning Avenue, Suite 102, Austintown, Ohio 44515, hereinafter referred to as "Contractor", recites that:

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor is responsible to provide services as identified and more fully described in Exhibits A, B and C of this Contract upon request of Summit DD.
- C. Contractor shall make available to Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this

Contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.

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

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

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The total amount of this Contract shall not exceed SIX HUNDRED TWENTY ONE THOUSAND DOLLARS AND no/100 (\$621,000.00) and is limited to the Summit DD'S 2020 appropriation.
- B. Contractor will invoice Summit DD monthly for services under this Contract in accordance with the fee schedule attached as Exhibit A hereto and incorporated by reference.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2020 through December 31, 2020.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

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

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

SIGNATURE PAGE FOLLOWS

SIGNATURES

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

NORTH EAST OHIO NETWORK:

Signature / Date

Print Name

Witness / Date

COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD

Signature / Date

Print Name

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Exhibit A

Description of Services and Fees

SERVICES

Family Engagement Program

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

FEES

Family Engagement Program

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

Annual Dues

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

Exhibit B

Family Engagement Program (FEP)

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

- I. Eligibility
 - a. Individuals eligible for Summit DD services
 - b. Are between the ages of 0-22
 - c. Are living at home with a parent(s) or guardian
 - d. Do not have waiver funding
- II. Services and supports eligible for funding typically include but are not limited to:
 - a. Summer camp
 - b. Community Classes or memberships
 - c. Safety Equipment
 - d. Therapies not otherwise covered by insurance
 - e. Health related supplies
- III. Family Engagement Program Funds
 - a. Are available for a 12 month period beginning January 1st
 - b. Will not exceed the amount per person set each year based on the Board's budget
 - c. Do not have to be used all at one time or in their entirety
 - d. Will be approved after a quote has been obtained
 - e. Will on be released after the receipt of an approved receipt
 - f. Will be directly deposited into a families checking or savings account, no checks will be issued (unless using a certified provider for respite)
- IV. Accessing Funds
 - a. A family will work with Summit DD staff: Service and Support Administrator (SSA), Developmental Specialist (DS) or Referral and Support Specialist (RSS) who can help them determine if the Family Engagement Program is appropriate for their needs
 - b. Summit DD staff will use a Person Centered Planning approach to authorize the purchase of a good or service
 - c. Summit DD staff will complete the Family Engagement Program Form and if available, document the outcome related to the need for the good or services on the IFSP or ISP
 - d. Family will provide Summit DD staff a quote for the good or service
 - e. Summit DD staff will provide the family with the Direct Deposit Enrollment Form which the family will complete and return
 - i. Families choosing to have the money deposited into their own account will have to complete a W9 form as this may count as taxable income (if not previously completed)
 - ii. Families choosing to have the money deposited into money into their child's account or STABLE account will not need a W9

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

V. After the purchase of a good or service

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

VI. Detailed Description of Goods and Services

- a. Summer Camp- summer programs that allow participation in the community preferably with other children who do not have disabilities. Examples include: YMCA camps, recreational camp, themed camp or any other summer program the individual wishes to attend.
 - i. Funds cover tuition
 - ii. The family is responsible for registering the child for camp
 - iii. If a child is eligible for Extended School Year (ESY) through their school district, funds must not be used fund camp until that is exhausted
- b. Family Chosen Providers: Someone the family knows and believes is able to care for their family member. This person cannot be a relative, live in the family home, and must be over the age of 18. When using a family chosen provider the provider must participate in 4 hours of training provided by Summit DD.
 - 1. Once services have been delivered the family must submit a

- completed Respite Log with the provider's signature.
2. Money will be deposited into the families account and they can pay the provider.
- c. Community Classes and Memberships- inclusive and adaptive classes in the community. Examples include: horseback riding, music class, art and dance programs, and sports programs.
- i. Quote from provider needed
 - ii. Memberships will cover one adult and one child
 - iii. Uniforms and equipment will not be paid for
- d. Health Related Supplies- supplies that an individual needs due to their developmental disability that are not covered by another funding source. Items may include: incontinence supplies, dietary shakes, specialized formula, and thickeners.
- i. Quote needed
- e. Safety Equipment- equipment that is used to keep someone safe. Items may include safety gates, outlet covers and GPS tracking devices.
- f. Therapies not otherwise covered by insurance- Speech, OT, and PT. Must have an insurance denial letter.

Exhibit C

Summit County FEP Program Processing Instructions Department: Finance

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

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

16. Program contact information:

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

accounting@neoncog.org

mglidewell@neoncog.org

jkust@neoncog.org

ckasabian@neoncog.org

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

brentsch@summitdd.org

jpetrarca@summitdd.org

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

lchick@neoncog.org

mglidewell@neoncog.org

accounting@neoncog.org

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit County Family and Children First Council Shared Pool for Youth (Service Review Collaborative)	Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems.	Summit DD to continue participation in shared pool agreement for amount of \$110,700* for the time period of January 1, 2020 through December 31, 2020.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

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

*denotes 2019 contribution, 2020 contribution will either remain the same or increase slightly. Will know final amount before December Board Meeting

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

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

Data from 1/1/19 to 10/29/19:

1) WrapAround/Service Coordination

71 referrals accepted and opened / 10 were DD involved youth

2) Case Consultation

7 referrals accepted and reviewed by SRC/ 3 were DD involved youth

3) Funding Requests for Community Based Services

56 funding requests reviewed by SRC/ 36 were DD involved youth

Requests included: camp, safety items, sensory items, Y membership, gas cards, structured activities and mentoring

4) Funding Requests for Out of Home Placement (i.e. crisis respite home, residential treatment, group home, etc.)

25 requests / 9 were DD involved youth

Funds from this contract will be pooled with funds from other county agencies to support the various needs of the children/families involved including residential placement. Contributions to this collaborative in 2019 included Summit DD (\$110,700), Summit County Children's Services (\$171,245), Juvenile Court (\$131,084), and the ADM Board (\$145,431).

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

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: November 2019

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for maintenance in 2020	Annual maintenance contract and additional repair costs for all HVAC systems	The Board approve the request to enter into contracts and purchases with Gardiner in 2020 for an amount not to exceed \$79,992
SUPPORTING DATA FOR RECOMMENDATION		
<p><i>Total Cost:</i> Not to exceed \$79,992 in 2020</p> <p><i>Summary:</i> Summit DD uses Gardiner to provide routine and emergency maintenance on all the aging HVAC units at all of our facilities.</p> <p>The annual cost for the maintenance contract is \$49,992 for 2020.</p> <p>Summit DD also has an additional \$30,000 budgeted in 2020 for repairs that are outside of the maintenance contract, which includes "non-maintainable parts" such as heat exchangers, ductwork, structural supports, water / steam / drain piping, refrigerant piping and coils, wiring, and replacement of obsolete equipment.</p> <p>This is a high estimate of the out of maintenance amount we may need, and actual costs are likely to be less. However, as the HVAC units age, there is increased risk of needing significant repairs that are outside of the maintenance contract.</p> <p>The combined costs for the maintenance contract and out of support costs is expected to be a maximum of \$79,992 for all of 2020, which is in line with the \$80,000 allocated in the 2020 budget.</p> <p>It is recommended that the Board approve the request to enter into agreements with Gardiner in 2020 for an amount not to exceed \$79,992.</p>		

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

Submitted By: Russ DuPlain

Date: November 2019

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



System Service Solutions

HVAC Select Maintenance Agreement

LEVEL THREE SELECT MASTER MAINTENANCE AGREEMENT

Ohio State Term Schedule MMA Proposal

MMA Contract Number MMA7461. Index Number MMA632

CONTRACT PRESENTED TO:

**Mr. Nate Doney
County of Summit
Developmental Disabilities Board
89 E. Howe Road
Tallmadge, Ohio 44278**

PROJECTS AND/OR LOCATIONS:

**Barberton Center
Cuyahoga Falls Center
Tallmadge Center
Weaver Learning Center
Bath Center**

Presented by:

**Jeff Covert
Account Manager**

Agreement No:

C004868 Renewal | January 1, 2020

SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECTS & LOCATIONS: County of Summit, Developmental Disabilities Board
Barberton Center
Cuyahoga Falls Center
Tallmadge Center
Weaver Learning Center
Bath Center

GARDINER, agrees to furnish services in accordance with the General and Supplemental Terms and Conditions and attached Schedules. This AGREEMENT shall become valid only upon acceptance by **CUSTOMER** and approved by **GARDINER**.

This agreement price is **\$49,992.00** per year, payable in **monthly amounts of \$4,166.00**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge at the following MMA

Hourly Rates:	HVAC – Chiller Service	\$110.00
	HVAC – Control Service	\$115.00
	HVAC – RTU Service >50 Tons	\$98.00
	HVAC – Mechanical Service	\$92.00

The above rates apply to normal working hours. Overtime and Saturday labor rates are time and a half. Sundays and holidays are double time.

Upon execution of this Agreement, the customer shall be responsible for determining proper Ohio sales tax. If you are tax exempt, please include your tax exemption certificate. This price is to be adjusted in future years as herein provided.

This agreement is effective from **January 1, 2020 through December 31, 2020**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

Note: This price includes provisions for safety under standard industry & GARDINER safety guidelines. Any special additional safety training, equipment, or processes required by your organization could affect the project scope and/or hours and may result in a price adjustment. If you have any specific safety practices or requirements, please alert your sales representative immediately so we ensure that our proposal fully meets your requirements.

SUBMITTED BY: Jeff Covert
Account Manager

Date: October 30, 2019

CUSTOMER ACCEPTANCE:**GARDINER APPROVAL:**

Signature: _____

Signature:  _____

Title: _____

Jeff Covert
Account Manager

Acceptance Date: _____

Purchase Order No: _____

GARDINER COPY

GENERAL TERMS AND CONDITIONS

I. PRICE ADJUSTMENT

This agreement will automatically renew each year. A price adjustment may be required based on future prevailing conditions (labor and material index). The adjustment to the agreement price will be clearly indicated on the first invoice of the next term of the agreement.

II. PAYMENT

Terms of this agreement are net payment upon receipt of invoice. GARDINER reserves the right to discontinue its service anytime payments have not been made as agreed. Taxes, if applicable, will be included in billing. An itemized billing statement reflecting the application of Ohio sales tax shall be made available upon request. CFC Tax has been passed for most refrigerants per the 1990 Budget Reconciliation Bill (H.R. 3299).

III. WARRANTY: GARDINER guarantees service work and all materials of GARDINER's manufacture against defects in workmanship for 90 days from date of completion of the work and will repair or replace such products or components as GARDINER finds defective. This warranty does not include cost of handling, shipping, or transportation involved in supplying replacements for defective components. This warranty does not include the replacement of refrigerant lost from the system. On machinery and materials furnished by GARDINER, but manufactured by others, the only warranty provided is that of the manufacturer. **THE WARRANTY AND LIABILITY SET FORTH IN THE PRECEDING PARAGRAPHS ARE IN LIEU OF ALL OTHER WARRANTIES AND LIABILITIES, WHETHER IN CONTRACT OR IN NEGLIGENCE, EXPRESS OR IMPLIED, IN LAW OR IN FACT, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL GSC BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

IV. LIMITATION OF LIABILITY: All claims, causes of action or legal proceedings against GARDINER arising from GARDINER's performance under this contract must be commenced by CUSTOMER within the express warranty period specified under Paragraph III hereof. Failure to commence any such claim, cause of action or legal proceeding within such claim, cause of action or legal proceeding within such period shall constitute a voluntary and knowing waiver thereof by CUSTOMER. **IN NO EVENT SHALL GARDINER'S LIABILITY FOR DIRECT OR COMPENSATORY DAMAGES EXCEED THE PAYMENTS RECEIVED BY GARDINER FROM CUSTOMER UNDER THIS CONTRACT, NOR SHALL GARDINER BE LIABLE FOR ANY SPECIAL INCIDENTAL, OR CONSEQUENTIAL, OR PUNITIVE DAMAGES. THESE LIMITATIONS ON DAMAGES SHALL APPLY UNDER ALL THEORIES OF LIABILITY OR CAUSES OF ACTION INCLUDING BUT NOT LIMITED TO CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. GARDINER DISCLAIMS ANY LIABILITY FOR DAMAGES OF ANY KIND ARISING FROM MOLD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.**

V. INDEMNITY: GARDINER and customer shall mutually, and to the extent allowable under Ohio law, in proportion to their respective degree of fault, indemnify, defend and hold each other harmless from any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, resulting from death or bodily injury or damage to real or tangible personal property, to the extent caused by the negligence or misconduct of the indemnifying party, and /or its respective employees or agents. With respect to any claims based on facts or conditions that occurred prior to expiration or termination of this agreement, the duty to indemnify will continue in full force and effect notwithstanding expiration or early termination.

GENERAL TERMS AND CONDITIONS

- VI. NO-HIRE; NO-SOLICITATION:** CUSTOMER hereby covenants and agrees that, without the prior written consent of the Company, he/it will not, directly or indirectly (including, without limitation, through any affiliate or related party), for a period of two (2) years after the date hereof solicit the employment of, offer employment to or hire, any employee of the Company, or any individual whose employment with the Company ended less than one hundred eighty (180) days prior to such solicitation or offer. CUSTOMER acknowledges that in the event of a violation of the covenants contained in this Section, the Company's damages will be difficult to ascertain and the Company's remedies at law will be inadequate. Accordingly, the CUSTOMER agrees that, in addition to such remedies as the Company may have at law, the Company shall be entitled to specific performance of such covenants and to an injunction to prevent any continuing violation thereof.
- VII. DISPUTES AND CHOICE OF LAWS:** This contract shall be deemed to have been entered into and shall be governed by the laws of the State of Ohio. All claims, disputes, and controversies arising out of or relating to this contract, shall be submitted to mediation, pursuant to the Commercial Dispute Resolution Procedures ("CDRP") of the American Arbitration Association. The mediation shall take place in Cleveland, Ohio within thirty (30) days of the date the dispute arises. If mediation is unsuccessful, the dispute shall proceed to binding arbitration, pursuant to the CDRP, in Cleveland, Ohio, no later than sixty (60) days after the mediation is concluded. Any judgment upon the arbitration award may be confirmed in any court having jurisdiction thereof. The parties agree that any party to the arbitration shall be entitled to discovery from the other party as provided by the Ohio Rules of Civil Procedure. Any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the American Arbitration Association. Unless otherwise agreed, the arbitration shall be completed no later than six (6) months after the arbitration commenced.
- VIII. CUSTOMER OBLIGATIONS:** The CUSTOMER shall:
- Operate the equipment in accordance with manufacturer's recommended instructions.
 - Promptly notify GARDINER of any unusual operating conditions.
 - Provide access to the equipment including removal, replacement, or refinishing of the building structure if necessary.
 - Pay for any services and materials not specifically included in this agreement. Additional charges shall be made upon CUSTOMER's authorization at prevailing rates.
 - Disposal of old oil and refrigerant shall be the CUSTOMER's responsibility if it becomes classified as hazardous.
- IX. GARDINER OBLIGATIONS:** It shall be the responsibility of GARDINER to inform the CUSTOMER of any adverse conditions beyond the scope of the preventive maintenance agreement and make recommendations to correct them.
- X. SUPPLEMENTAL CONDITIONS:** 1) [County of Summit Developmental Disabilities Board](#) shall be considered a priority customer; GARDINER will respond to a service call within four (4) hours. 2) Any services or material supplied outside the context of this contract will be billed at best prevailing rate.
- XI. ENTIRE AGREEMENT:** These terms and conditions constitute the entire agreement between GARDINER and CUSTOMER. If there is a conflict with other terms and conditions, these terms and conditions shall control. No course of dealing or performance, or prior, concurrent or subsequent understanding, agreements, or representations become part of this contract unless expressly agreed to in writing by an authorized representative of GARDINER.

SUPPLEMENTAL TERMS AND CONDITIONS
(For "All Inclusive" or "Select Maintenance" contract on existing equipment)

1) The equipment covered under this contract is the total responsibility of the contractor. This includes labor (scheduled and emergency) and all parts.

2) Excluded from the contract are all non-maintainable parts:

Items not normally mechanically maintainable such as heat exchangers, ductwork, casings, cabinets, fixtures, structural supports, grillage, tower fill, water piping, steam piping, drain piping, refrigerant piping, refrigerant coils, boiler sections, burners, boiler refractory, disconnect switches, circuit breakers, wiring, steam/air side corrosion or erosion, water/brine side erosion and corrosion of tubes, acid cleaning or damage beyond Gardiner Service Company DBA Gardiner's control. Replacement of non-repairable obsolete equipment. If equipment is no longer repairable because parts are not available, we will make an adjustment as to what it would cost to repair the new style piece of equipment that is the replacement, and deduct repair cost from the cost to install that new part.

3) Any service calls which do not reveal a problem for which Gardiner is liable or which County of Summit Developmental Disabilities Board personnel should handle (i.e., setting of thermostats), will be billed at prevailing rates.

4) Gardiner shall not be liable for repairs or replacements due to negligence misuse of equipment.

5) County of Summit Developmental Disabilities Board shall be considered priority customer, Gardiner will respond to a service call as soon as possible.

6) Any services or materials supplied outside the context of this contract will be billed at best prevailing rate.

7) It shall be the responsibility of Gardiner to inspect and report to the Customer any malfunctions and defects within thirty (30) days after effective date of the Agreement. If equipment cannot be operated within this 30 day period due to seasonal conditions or other factors beyond our control, the period for initial inspection will be extended to 30 days after the equipment can be operated and checked, if applicable.

8) It shall also be the responsibility of Gardiner to make recommendations and to assist the Customer in restoring the equipment to proper operating condition. However, all of the actual restoration costs shall be paid by the Customer, if applicable.

9) After equipment restoration to original operating conditions has been approved by Gardiner, coverage will become effective in accordance with the terms of this agreement, if applicable.

10) Hazardous Material – Any removal of hazardous material is the responsibility of the customer. If a material becomes listed as hazardous by the EPA, it will be the responsibility of the customer to remove before service can be performed.

SUPPLEMENTAL TERMS AND CONDITIONS
(For "All Inclusive" or "Select Maintenance" contract on existing equipment)

- Continued -

11) For emergency service performed at the customer's request during other than normal working hours, the customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime billing rate.

12) Gardiner specifically excludes the financial responsibility for the following:

- a. Replacement of refrigerant caused by leaks, lost charge, or contamination.
- b. Cost associated with any United States government state, county, or city regulations affecting the use of Refrigerants. Gardiner will not take responsibility for cost related to any requirements by any government involving the following:
 - Retrofitting of equipment for alternate refrigerants
 - Retrofitting of equipment to improve refrigerant conservation or to prevent leaks or indicate that leaks exist, and
 - Any recommendations or accessory provided by the equipment manufacturer or vendor sources to upgrade the equipment to perform in compliance with government regulations or to comply with conservation requirements.

EQUIPMENT LIST**PROJECT & LOCATION:**

County of Summit, Developmental Disabilities Board
Barberton Center
501 W. Hopocan Ave.
Barberton, OH 44203

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
8	Rooftop Units	JCI / N0G9062535	J12ZHN20Q2D	RTU-1	RTU-100
		JCI / N0G9071156	J05ZJD10P	RTU-2	FLR-100
		JCI / N069064770	J06ZHN10B2	RTU-3	CDS-200
		JCI / N0G9070770	J04ZJD10P2D	RTU-4	
		JCI / N0G9070769	J04ZJD10P2D	RTU-5	
		JCI / N0G9064810	J07ZHN15B2	RTU-6	
		JCI / N0G9070772	J04ZJD10P2D	RTU-7	
		JCI / N0G9064809	J07ZHN15B7	RTU-8	
1	Hot Water Boiler	AO Smith / Unknown	Unknown		BLR-100
1	Gas Hot Water Heater	Unknown / Unknown	Unknown		MSC-170
13	Exhaust Fans	Unknown / Unknown	Unknown		FAN-200

EQUIPMENT LIST**PROJECT & LOCATION:**

County of Summit, Developmental Disabilities Board
Cuyahoga Falls Center
2355 2nd Street
Cuyahoga Falls, OH 44221

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
9	Rooftop Units	York / J12ZHN20Q2DZZ4	N0G9062535	RTU-1	RTU-100
		York / J06ZHN10P2D224	N0G9064807	RTU-2	FLR-100
		York / J06ZN10P2D22400	N0G9064806	RTU-3	CDS-200
		York / J12ZHN20Q2DZZ4	N0G9062534	RTU-4	
		York / J06ZN10P2D22400	N0G9064805	RTU-5	
		York / J06ZN10P2D22400	N0G9064803	RTU-6	
		York / J06ZN10P2D22400	N0G9064804	RTU-7	
		York / J12ZHN20Q2DZZ4	N0G9062536	RTU-8	
		York / J0421D10P2D2210	N0G9070771	RTU-9	
1	Domestic HW Boiler	AO Smith / Unknown	Unknown		BLR-100
1	Gas HW Heater	Rheem / Unknown	Unknown		MSC-170
15	Exhaust Fans	Unknown / Unknown	Unknown		FAN-200

EQUIPMENT LIST**PROJECT & LOCATION:**

County of Summit, Developmental Disabilities Board
Tallmadge Center
630 North Avenue
Tallmadge, OH 44278

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
8	Rooftop Units	Season4 / 6MZG20-0142-DN4	4863-1196568	AC-24	RTU-100
		Seasons4 / 6MZG20-0142-DN4	4863-1196566	AC-19	FLR-100
		Seasons4 / 6MHZ24-0252-DN5	4863-1196562	AC-23	CDS-200
		Seasons4 / 6MJK24-0312-DN5	4862-1196561	AC-22	
		Seasons4 / 6MZG20-0082-DN3	4863-1196567	AC-21	
		Seasons4 / 6SJK24-0232-DN5	4863-1196571	AC-20	
		Seasons4 / 6SJK24-0232-DN5	4863-1196569	AC-17	
		Seasons4 / 6SJK24-0202-DN5	4863-1196570	AC-18	
1	Circulating HW Pump	Unknown / Unknown	Unknown		PMP-200
1	Gas Unit Heater	Unknown / Unknown	Unknown		UNH-100
1	Gas Water Heater	Brad White / D100L1993N	BA5668531		MSC-170
1	Reach-In Freezer	Hobart / QF-1	Unknown		MSC-100 CDS-200
18	Exhaust Fans	Unknown / Unknown	Unknown		FAN-200
2	Coolers	Bally / 33DFNR	D75130	Walk-In	MSC-100
		Hobart / QA1-2	Unknown	Reach-In	CDS-200

EQUIPMENT LIST**PROJECT & LOCATION:**

County of Summit, Developmental Disabilities Board
Adm/Weaver Learning Center
89 E. Howe Road
Tallmadge, OH 44278

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
14	Rooftop Units	Seasons4 / 6MHZ24-0272-DN5	4863-1196556	B-Wing 10	RTU-100
		Seasons4 / 6SJK24-0332-DN7	4863-1196559	B-Wing 15	FLR-100
		Seasons4 / 6MJK24-0272-DN3	4863-1196557	B-Wing 12	CDS-200
		Seasons4 / 6MHZ24-0252-DN5	4863-1196558	B-Wing 13	
		Seasons4 / 6MJK24-0232-DN5	4863-1196560	B-Wing 16	
		Seasons4 / 6MJK24-0302-DN5	4863-1196550	B Wing 4	
		Seasons4 / 6MZG20-0132-DN4	4863-1196564	B Wing 8	
		Seasons4 / 6MZG20-0152-DN4	4863-1196565	B Wing 9	
		Seasons4 / 6MZG20-0132-DN4	4863-1196563	B Wing 7	
		Seasons4 / 6MJK24-0202-DN5	4863-1196555	B Wing 2	
		Seasons4 / 6MJK24-0302-DN5	4863-1196552	B Wing 6	
		Seasons4 / 6MJK24-0272-DN5	4863-1196554	B Wing 5	
		Seasons4 / 6MJK24-0232-DN5	4863-1196553	B Wing 1	
		Seasons4 / 6MJK24-0172-DN4	4863-1196548	B wing 3	
1	Glycol Pumps for Dry Cooler	Unknown / Unknown	Unknown	MIS Comp. PMP-100 Room	
3	Make Up Air Units	Unknown / Unknown	Unknown	Kitchen	AHU-100
		Unknown / Unknown	Unknown	Pool	FLR-100
		Unknown / Unknown	Unknown	Locker Rm.	
1	Air Handler	Trane / TWE180B400CA	M184HUH6H	D-Wing	AHU-100
4	HW Pumps	Unknown / Unknown	Unknown		PMP-100
2	Hot Water Boilers	Lochinvar / CF-940	5N153	Pool	BLR-100
		Lochinvar / CF-940	Unknown	Locker Rm.	
2	Heaters	Reznor / Unknown	Unknown	C-Wing Whse.	UNH-100

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
2	Gas HW Heater	Unknown / Unknown	Unknown		MSC-170
3	Furnaces	Comfortmaker / 58MXA120-DO	2995A01733	Low Office	MSC-150
		Carrier / Unknown	Unknown	C-Wing	FLR-100
		Carrier / Unknown	Unknown	D-Wing	
4	Freezers/Coolers	Bally / BF 100	90272	Freezer	MSC-100
	Walk-In	Kolpack / Unknown	Unknown	Freezer	CDS-200
		Bally / Unknown	Unknown	Cooler	
		Hobart / Q2	Unknown	Cooler	
15	Exhaust Fans	Unknown / Unknown	Unknown		FAN-200
6	Electric Heaters	Unknown / Unknown			MSC-200
1	Dry Cooler	Liebert / DD0174A	0903C18618		CLT-120
1	Controls	Honeywell	Unknown		CNT-100
1	Computer Room Unit	Liebert / VS028KDA0E1977A	C09A8H0001	Server Rm.	CRU-100
					CDS-200
					FLR-100
4	Air-Cooled	York / H1CE150A46C	NLGM127185		CDU-200
	Condensing Units	Trane / TTA150B400BC	M183YECALH		CDS-200
		York / H4CE090A46C	NHGM17170		FLR-100
		York / H2DB03050GA	EHGM319142		

EQUIPMENT LIST**PROJECT & LOCATION:**

County of Summit, Developmental Disabilities Board
Bath Center
340 N. Cleveland Massillon Road
Akron, OH 44313

This agreement applies only to the equipment listed below:

QTY	EQUIPMENT	MAKE/MODEL	SERIAL #	TAG	SCHEDULE
1	Air-Cooled Condensing Units	Carrier / 38AH-084-600DA	0497F49787		CDU-200 CDS-200
1	Air Handling Unit	Miller / 1CPH50C4BFTAA	03793 521		AHU-100 FLR-100
1	Cooler	McCall / 4020	Unknown		MSC-100 CDS-200
14	Pneumatic T-Stats/ Controls	Unknown / Unknown	Unknown		CNT-100
2	Electric Hot Water Heaters	Lochinvar / Unknown American / Unknown	Unknown Unknown		UNH-200
8	Electric Heaters	(3) Chromalox / Unknown (5) TPI / Unknown	Unknown Unknown	Entrance Duct Htrs.	MSC-200
1	Freezer	McCall / 4020F	Unknown	Reach-In	MSC-100 CDS-200
1	Furnace	Carrier / 58MXA120-20	5096A00941	Office	MSC-150
1	Hot Water Boiler	Bryant / CL150-W-WI	79802		BLR-100
2	Gas Hot Water Heater	AO Smith / FSG40232 AO Smith / Unknown	3129004232 Unknown	Laundry Rm.	MSC-170
3	Hot Water Pumps	Unknown / Unknown	Unknown		PMP-100
5	VAV Boxes	Unknown / Unknown	Unknown		VAV-100

SCOPE OF COVERAGE

Level Three Select Master Maintenance Agreement

PROJECTS & LOCATIONS:

County of Summit, Developmental Disabilities Board
Barberton Center
Cuyahoga Falls Center
Tallmadge Center
Weaver Learning Center
Bath Center

**MAINTENANCE AND
SERVICES INCLUDED****LEVEL THREE**

- Comprehensive Annual Maintenance
- Running Inspections
- Written Reports
- Emergency Service
- Coil Cleaning (air cooled)
- Filter Inspection & Change
- Major Repair Labor



See Attached Supplemental
Terms & Conditions

SCHEDULES

Level Three Select Master Maintenance Agreement | ROOFTOP UNIT | RTU-100

COMPREHENSIVE ANNUAL INSPECTION-COOLING

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Visually inspect for leaks and report leak check results.
- ☐ Repair minor leaks as required (e.g. valve packing, flare nuts).
- ☐ Check the sheaves and pulleys for wear and alignment.
- ☐ Check the belts for tension, wear, cracks, and/or glazing.
- ☐ Verify clean condenser and evaporator
- ☐ Verify clean evaporator fan.
- ☐ Verify clean air filters.
- ☐ Verify proper damper operation.
- ☐ Check mechanical linkages for wear, tightness, and clearances.
- ☐ Check the operation and setup of the RTM module, if applicable.
- ☐ Check the VFD, if applicable.
- ☐ Verify the starter operation.
- ☐ Verify smooth operation of the compressors and fans.
- ☐ Cleanup unit and work area.

Controls and Safeties

- ☐ Verify the operation of the discharge air temperature control device.
- ☐ Verify the operation of the mixed air temperature control device.
- ☐ Test the operation of the low evaporator pressure safety device. Calibrate, if applicable, and record setting.
- ☐ Test the operation of the low temperature safety device. Calibrate, if applicable and record setting.
- ☐ Test the operation of the low oil pressure safety device, if applicable. Calibrate, record and verify setting.
- ☐ Verify the operation of the static pressure control.

Lubrication

- ☐ Lubricate damper bearings, if applicable.
- ☐ Lubricate motor bearing, if applicable.
- ☐ Lubricate fan bearings.
- ☐ Check oil level in the compressor(s), if applicable.
- ☐ Check oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.

SCHEDULES

Level Three Select Master Maintenance Agreement | ROOFTOP UNIT | RTU-100 – *Cont'd*

Motor and Starter

- ☐ Disable starter per lockout/tag out procedures
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the contactors for free and smooth operation.
- ☐ Meg the compressor motor(s) and record readings.
- ☐ Verify the tightness of the compressor motor terminal connections.
- ☐ Verify the operation of the compressor oil heater(s).
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

MID-SEASON COOLING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the unit.
- ☐ Log the operating condition after system has stabilized.
- ☐ Verify the operation of the control circuits.
- ☐ Analyze the recorded data.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

MID-SEASON HEATING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Verify smooth operation of the fans.
- ☐ Check the belts for tension, wear, cracks, and glazing.
- ☐ Verify clean air filters.
- ☐ Verify proper operation of the heating section.
- ☐ Verify the operation of the temperature controls.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | HOT WATER BOILER | BLR-100

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Open the fire side for cleaning and inspection.
- ☐ Check the heating surfaces for corrosion, pitting, scale, blisters, bulges and soot.
- ☐ Inspect the refractory.
- ☐ Check the expansion tank and drain if needed.
- ☐ Clean the fire inspection glass, if applicable.
- ☐ Check and test boiler blow-down valve.
- ☐ Check the gas train isolation valves for leaks.
- ☐ Check the gas supply piping for leaks.
- ☐ Check the pilot solenoid valve for proper operation and leaks.
- ☐ Check the main gas and the pilot gas regulators for proper operation and leaks.
- ☐ Test the low gas pressure switch. Calibrate and record setting, if applicable.
- ☐ Test the high gas pressure switch. Calibrate and record setting, if applicable.
- ☐ Verify the operation of the burner fan air flow switch, if applicable.
- ☐ Inspect and clean the burner assembly.
- ☐ Inspect and clean the pilot igniter assembly.
- ☐ Inspect and clean the burner fan wheel and all dampers.
- ☐ Run the fan and check for vibration.
- ☐ Inspect the flue and flue damper.
- ☐ Burner Control Panel:
 - ☐ Inspect the panel for cleanliness.
 - ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Clean burner fan wheel and air dampers.
- ☐ Verify tightness of the linkage set screws and lubricate ball joints.
- ☐ Check the gas valves against leakage (where test cocks are provided).
- ☐ Change fuel oil filters, if applicable
- ☐ Cleanup unit and work area.

Controls and Safeties

- ☐ Clean contacts in program timer, if applicable.
- ☐ Check the operation of the low water cutoff safety device and feed controls.
- ☐ Verify the setting and test the operation of the operating and limit controls.
- ☐ Verify the operation of the water level control.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | HOT WATER BOILER | BLR-100 – *Cont'd*

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the unit.
- ☐ Inspect the burner.
- ☐ Adjust the burner controls to obtain proper combustion.
- ☐ Check the operation of the pressure relief valve.
- ☐ Check the operation of the low water cutoff and feed controls.
- ☐ Check the setting and test the operation of the operating and limit controls.
- ☐ Check the operation of the modulating motor.
- ☐ Blow down low water cutoff if applicable.
- ☐ Check and test boiler blow down valve.
- ☐ Log operating conditions after the system has stabilized.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | FANS | FAN-200

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Check unit for cleanliness.
- ☐ Check sheaves and pulleys for wear and alignment.
- ☐ Check belts for tension, wear, cracks, and glazing.
- ☐ Verify tight bolts, set screws, and locking collars.
- ☐ Check Inlet Guide Vanes (IGV) for wear and security, if applicable.
- ☐ Verify proper blade clearance.
- ☐ Verify proper operation of the IGVs, if applicable.
- ☐ Verify the operation of the control system while the fan is operating.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate fan shaft bearings.
- ☐ Lubricate motor bearings, if applicable.

Controls and Safeties

- ☐ Test the operation of the high static pressure safety device, if applicable.
- ☐ Calibrate and record reading.

Motor and Starter

- ☐ Disable starter per lockout/tagout procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect the wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactor for free and smooth operation.
- ☐ Meg the motor and record readings.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the fan.
- ☐ Verify smooth operation of the fan.
- ☐ Verify the operation of the control system.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | AIR HANDLING UNIT | AHU-100

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Inspect the unit for cleanliness.
- ☐ Inspect the fan wheel and shaft for wear and clearance.
- ☐ Check the sheaves and pulleys for wear and alignment.
- ☐ Check the belts for tension, wear, cracks, and glazing.
- ☐ Verify tight bolts, set screws, and locking collars.
- ☐ Check dampers for wear, security and linkage adjustment.
- ☐ Verify clean condensate pan.
- ☐ Verify proper operation of the condensate drain.
- ☐ Verify clean air filters.
- ☐ Verify clean coils.
- ☐ Verify smooth fan operation.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the fan shaft bearings, if applicable.
- ☐ Lubricate the motor bearings, if applicable.

Controls and Safeties

- ☐ Verify setting of the low temperature safety device, if applicable.
- ☐ Test the operation of the high static pressure safety device, if applicable.
- ☐ Visually inspect electric heaters, if applicable.
- ☐ Check the step controller, if applicable.
- ☐ Check and record supply air and control air pressure, if applicable.
- ☐ Verify the operation of the control system and dampers while the fan is operating

Motor and Starter

- ☐ Disable starter per lockout/tag out procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect the wiring and connections for tightness and signs of overheating and discoloration. This includes wiring to the electric heat, if applicable
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactors for free and smooth operation.
- ☐ Meg the motor and record readings.

SCHEDULES

Level Three Select Master Maintenance Agreement | AIR HANDLING UNIT | AHU-100 – *Cont'd*

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the fan.
- ☐ Verify smooth fan operation.
- ☐ Check and record supply and control air pressure, if applicable.
- ☐ Check the belts for tension, wear, cracks and glazing.
- ☐ Verify proper operation of the motor and starter.
- ☐ Verify the operation of the control system.
- ☐ Verify clean air filters.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate uncorrected deficiencies detected.

RUNNING INSPECTION HEATING

- ☐ Report in with the customers' representative.
- ☐ Perform heating inspection/maintenance procedure applicable to the unit (steam/hot water, gas, electric).
 - ☐ Gas Heat Option-HTG1
 - ☐ Electric Heat Option-HTG2
 - ☐ Hot Water / Steam Heat Option-HTG3
- ☐ Verify smooth operation of the fans.
- ☐ Check the belts for tension, wear, cracks, and glazing.
- ☐ Verify clean air filters.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected efficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | DRY COOLER | CLT-120

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customer representative
- ☐ Visually inspect condenser coils for cleanliness. Make recommendations if needed.
- ☐ Visually inspect for leaks and report results.
- ☐ Repair minor leaks as required (e.g. valve packing, flare nuts).
- ☐ Inspect fan blades and belts if applicable.
- ☐ Cleanup unit and work area.

Controls and Safeties

- ☐ Inspect the control panel for cleanliness.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify the working condition of all indicator/alarm lights, if applicable.

Lubrication System

- ☐ Lubricate the fan bearings, if applicable.
- ☐ Lubricate condenser fan motors, if applicable.

Motor and Starter

- ☐ Disable starter per lockout/tagout procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the contactors for free and smooth operation.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the tightness of the motor terminal connections.
- ☐ Verify the operation of the electrical interlocks.
- ☐ Measure voltage and record.
- ☐ Provide a written report of the completed work and indicate any uncorrected deficiencies detected.

RUNNING INSPECTION

- ☐ Report in with the customers' representative
- ☐ Check the general condition of the unit.
- ☐ Log the operating temperatures, pressures, voltages, and amperages.
- ☐ Check the operation of the control circuit.
- ☐ Check the operation of the lubrication circuit.
- ☐ Check the operation of the motor and starter.
- ☐ Analyze the recorded data.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | A-C CONDENSING UNIT | CDU-200

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customer representative
- ☐ Visually inspect condenser coils for cleanliness.
- ☐ Visually inspect for leaks and report results.
- ☐ Repair minor leaks as required (e.g. valve packing, flare nuts).
- ☐ Inspect fan blades and belts if applicable.
- ☐ Cleanup unit and work area.

Controls and Safeties

- ☐ Inspect the control panel for cleanliness.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify the working condition of all indicator/alarm lights, if applicable.
- ☐ Verify the operation of the low evaporator pressure safety device.
- ☐ Test the low oil pressure safety device, if applicable. Calibrate and record setting, if applicable.

Lubrication System

- ☐ Lubricate the fan bearings, if applicable.
- ☐ Lubricate condenser fan motors, if applicable.
- ☐ Check oil level in the compressor(s), if applicable.
- ☐ Test oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- ☐ Verify the operation of the oil heater. Measure amps and compare reading with the watt rating of the heater, if applicable.

Motor and Starter

- ☐ Disable starter per lockout/tag out procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the contactors for free and smooth operation.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the tightness of the motor terminal connections.
- ☐ Verify the operation of the electrical interlocks.
- ☐ Meg the compressor and condenser fan motors and record readings.
- ☐ Verify the operation of the electrical interlocks.
- ☐ Measure voltage and record.
- ☐ Provide a written report of the completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | A-C CONDENSING UNIT | CDU-200 – *Cont'd*

RUNNING INSPECTION

- ☐ Report in with the customers' representative
- ☐ Check the general condition of the unit.
- ☐ Log the operating temperatures, pressures, voltages, and amperages.
- ☐ Check the operation of the control circuit.
- ☐ Check the operation of the lubrication circuit.
- ☐ Check the operation of the motor and starter.
- ☐ Analyze the recorded data.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | COMPUTER ROOM UNIT | CRU-100

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Visually inspect for leaks and report the results.
- ☐ Repair minor leaks as required (e.g. valve packing, flare nuts).
- ☐ Visually inspect the condenser for cleanliness.
- ☐ Inspect pulleys and sheaves for wear and alignment.
- ☐ Check belts for tension, wear, cracks, and glazing.
- ☐ Verify clean evaporator coil, fan wheels, and condensate pan.
- ☐ Clean and flush the condensate drain.
- ☐ Verify clean air filters.
- ☐ Clean the humidifier.
- ☐ Verify proper operation of the humidifier.
- ☐ Verify proper operation of the heating system (re-heat).
- ☐ Check condenser fans for cracks, if applicable.
- ☐ Cleanup unit and work area.

Controls and Safeties

- ☐ Inspect the control panel for cleanliness.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify the working condition of all indicator/alarm lights.
- ☐ Test the low evaporator pressure safety device. Calibrate and record setting, if applicable.
- ☐ Test the high condenser pressure safety device. Calibrate and record setting, if applicable.
- ☐ Verify proper operation of the temperature controls.
- ☐ Verify proper operation of the humidity controls.

Lubrication

- ☐ Check the oil level in the compressor, if applicable.
- ☐ Test the oil for acid content and discoloration. Make recommendations to the customer based on the results of the test.
- ☐ Verify the operation of the oil heater, if applicable. Measure amps and compare the readings with the watt rating of the heater.
- ☐ Lubricate the fan bearings as required.
- ☐ Lubricate the motor bearings as required, if applicable.

SCHEDULES

Level Three Select Master Maintenance Agreement | COMPUTER ROOM UNIT | CRU-100 – *Cont'd*

Motor and Starter

- ☐ Disable starter per lockout/tag out procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactors for free and smooth operation.
- ☐ Check the tightness of the motor terminal connections.
- ☐ Meg the compressor motor(s) and record readings.
- ☐ Verify the operation of the electrical interlocks.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Verify the operation of the oil heater, if applicable.
- ☐ Verify clean air filters.
- ☐ Verify smooth operation of the compressor and fans.
- ☐ Verify the starter operation, amperage, and voltage.
- ☐ Verify the operation of the humidifier, if applicable.
- ☐ Verify the operation of the heating system.
- ☐ Check the set point and sensitivity of the temperature and humidity control device.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | PROGRAMMABLE CONTROLLER | CNT-100

RUNNING INSPECTION

- ☐ Report in with the Customer Representative.
- ☐ Review customer logs with the customer for operational problems and trends.
- ☐ Make a back-up copy of the program, if applicable.
- ☐ Check for loose or damaged parts or wiring.
- ☐ Check for any accumulation of dirt or moisture. Clean if required.
- ☐ Verify proper grounding.
- ☐ Inspect interconnecting cables and electrical connections.
- ☐ Verify power supply for proper voltage.
- ☐ Verify proper communication link operation between the control panel and the external ICS devices, if applicable.
- ☐ Verify that equipment is being controlled at the appropriate values
- ☐ Change one set point value, verify smooth transition and stable control at the new set point.
- ☐ Return set point to original value
- ☐ Repeat for each additional control loop.
- ☐ Verify that controlled values and dampers will stroke fully in both directions, sealing tightly where appropriate.
- ☐ Verify the proper operation of critical control processes and points associated with this unit. Make adjustments if necessary.
- ☐ Verify the correct time and date, if applicable.
- ☐ Check modem operation, if applicable.
- ☐ Clean the external surfaces of the panel enclosure.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | COOLERS, FREEZERS & ICE MAKERS | MSC-100

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Check general operation of unit.
- ☐ Inspect for leaks.
- ☐ Repair minor leaks.
- ☐ Clean condenser coil.
- ☐ Clean drain pans. (If applicable)
- ☐ Verify operation of defrost timer (If applicable)
- ☐ Verify operation of defrost heater (If applicable)
- ☐ Verify operation of all other safeties and controls.
- ☐ Lubricate motor and fan bearings.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Verify smooth operation of compressors and fans.
- ☐ Review operating procedures with operating personnel.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | FURNACE | MSC-150

RUNNING INSPECTION

- ☐ Report in with the customers' representative
- ☐ Visually inspect the heat exchanger.
- ☐ Inspect the combustion air blower fan, and clean, if required.
- ☐ Lubricate the combustion air blower fan motor, if applicable.
- ☐ Lubricate the blower fan motor, if applicable.
- ☐ Verify the operation of the combustion air flow-proving device.
- ☐ Verify the operation of the flame detection device.
- ☐ Verify the integrity of the flue system.
- ☐ Verify the operation of the operating controls.
- ☐ Verify the burner sequence of operation.
- ☐ Verify proper gas pressure to the unit and/or at the manifold, if applicable.
- ☐ Cleanup unit and work area
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | GAS HOT WATER HEATER | MSC-170

RUNNING INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the unit.
- ☐ Check for water and fuel leaks
- ☐ Inspect the flue for holes and/or stoppage.
- ☐ Verify clean burner assembly.
- ☐ Verify proper combustion air to the burner.
- ☐ Verify proper draft.
- ☐ Verify proper operation of the temperature control device
- ☐ Verify operating procedures with operating personnel.
- ☐ Cleanup unit and work area.
- ☐ Provide a written report of completed work, and indicate any uncorrected deficiencies detected

SCHEDULES

Level Three Select Master Maintenance Agreement | HEATING ONLY UNITS | MSC-200

RUNNING INSPECTION

General Assembly

- ☐ Report in with the customers' representative
- ☐ Check the general condition of the unit.
- ☐ Verify tightness of the fan, fan guards, louvers, etc.
- ☐ Inspect the flue for holes and/or stoppage. If applicable.
- ☐ Verify clean burner assembly. If applicable.
- ☐ Check sheaves and pulleys for wear and alignment, if applicable.
- ☐ Check belts for tension, wear, cracks, and/or glazing.
- ☐ Verify the integrity of the heat exchanger. If applicable.
- ☐ Verify operating procedures with the operating personnel.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the fan motor, if applicable.
- ☐ Lubricate the fan bearings as necessary.

Controls and Safeties

- ☐ Verify proper operation of the temperature control device.
- ☐ Verify proper operation of the high temperature control device.
- ☐ Verify proper operation of the fan switch.
- ☐ Verify proper operation of the pilot safety device, if applicable.

Electrical

- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | PUMPS | PMP-100

COMPREHENSIVE ANNUAL INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Check motor shaft and pump shaft for alignment, if applicable.
- ☐ Inspect the coupling for wear.
- ☐ Verify that the shaft guard is in place and tight, if applicable.
- ☐ Verify water flow through the pump.
- ☐ Check for leaks on the mechanical pump seals, if applicable.
- ☐ Verify proper drip rate on the pump seal packing, if applicable.
- ☐ Check sheaves and pulleys for wear and alignment, if applicable.
- ☐ Inspect belts for tension, wear, cracks, and glazing, if applicable.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the motor bearings as necessary.
- ☐ Lubricate the pump bearings as necessary.

Motor and Starter

- ☐ Disable starter per lockout/tag out procedures.
- ☐ Clean the starter and cabinet.
- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Check the condition of the contacts for wear and pitting.
- ☐ Check the contactors for free and smooth operation.
- ☐ Verify proper volts and amps.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Verify smooth operation of the pump.
- ☐ Check for leaks on pump seal.
- ☐ Verify proper drip rate on the pump seal packing, if applicable.
- ☐ Lubricate the motor and pump bearings as necessary, if applicable.
- ☐ Provide a written report of completed work, operating log, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | IN-LINE CIRCULATING PUMP | PMP-200

RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Verify smooth operation of the pump.
- ☐ Check for leaks on pump seal.
- ☐ Verify proper drip rate on the pump seal packing, if applicable.
- ☐ Lubricate the motor and pump bearings as necessary, if applicable.
- ☐ Provide a written report of completed work and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | UNIT HEATER | UNH-100

RUNNING INSPECTION

General Assembly

- ☐ Report in with the customers' representative.
- ☐ Check the general condition of the unit.
- ☐ Verify tightness of the fan, fan guards, louvers, etc.
- ☐ Inspect the flue and heat exchanger for holes and/or stoppage.
- ☐ Verify clean burner assembly.
- ☐ Cleanup unit and work area.
- ☐ Light the pilot and start the unit.
- ☐ Verify proper combustion air to the burner.
- ☐ Verify proper draft.
- ☐ Verify operating procedures with operating personnel.
- ☐ Cleanup unit and work area.

Lubrication

- ☐ Lubricate the fan motor, if applicable.

Controls and Safeties

- ☐ Verify proper operation of the temperature control device.
- ☐ Verify proper operation of the pilot safety device, if applicable.
- ☐ Verify proper operation of the high temperature control device.
- ☐ Verify proper operation of the fan switch.

Electrical

- ☐ Inspect wiring and connections for tightness and signs of overheating and discoloration.
- ☐ Provide a written report of completed work, and indicate any uncorrected deficiencies detected.

SCHEDULES

Level Three Select Master Maintenance Agreement | VARIABLE AIR VOLUME UNITS | VAV-100

VARITRANE RUNNING INSPECTION

- ☐ Report in with the customers' representative.
- ☐ Record and report abnormal conditions, measurements taken, etc.
- ☐ Review with customer operational problems and trends.
- ☐ Verify proper air valve operation from the zone sensor or EMS system.
- ☐ Verify VAV box sequence of operation.
- ☐ Check and adjust all related controls.
- ☐ Verify clean air filters, if applicable.
- ☐ Cleanup unit and work area.
- ☐ Provide written report of completed work.

SCHEDULES

Level Three Select Master Maintenance Agreement
AIR-COOLED CONDENSER COIL CLEANING | CDS-200
AIR FILTER INSPECTION | FLR-100

AIR COOLED CONDENSER COIL CLEANING

- ☐ Report in with the customers' representative.
- ☐ Disable unit per lockout tag out procedures.
- ☐ Clean air cooled condenser coils using pressurized water. (Opposite path of air.)
- ☐ Enable unit.
- ☐ Cleanup work area.
- ☐ Provide a written report of completed work.

AIR FILTER INSPECTION

RUNNING INSPECTION

The Service Company will furnish filter inspections during the operating season for the air handling units under this Service Agreement as indicated below:

Disposable Filters

- ☐ Report in with the customers' representative.
- ☐ Remove dirty disposable filters.
- ☐ Install proper type and size disposable filters per air flow markings.
- ☐ Verify spacers are in place if needed.
- ☐ Clean filter section of debris.
- ☐ Dispose of old filters per Service Agreement.
- ☐ Provide written report of completed work.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for support contracts in 2020	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2020 for an amount not to exceed \$67,804
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Total Cost:</i> Not to exceed \$67,804 in 2020</p> <p><i>Summary:</i> Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.</p> <p>The annual license cost for Gatekeeper will be \$53,994 in 2020, a 0.8% decrease from the 2019 licensing cost.</p> <p>Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.</p> <p>The annual license cost for ohioDD.com will be \$8,810 in 2020, a 2.5% increase over the 2019 licensing cost.</p> <p>Summit DD also has \$5,000 budgeted in 2020 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are likely to be less.</p> <p>The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$67,804 for all of 2020, which is allocated in the 2020 budget. This is \$171 less than the 2019 allocation.</p> <p>It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2020 for an amount not to exceed \$67,804.</p>		

Submitted By: Russ DuPlainFor: Superintendent/Assistant Superintendent X Finance & Facilities CommitteeDate: November 2019 Services & Supports Committee HR/LR Committee

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Security and Criminal Investigation services for Summit DD	Safety and security of individuals and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.	Renew a contract with Summit County Sheriff's office for a 12-month term to provide security and increase investigation services at a cost not to exceed \$246,888.01 from January 1, 2020 through December 31, 2020.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Health & Welfare

Amount of Increase/Decrease: \$7,229

- The \$242,888.01 contract with the Summit County Sheriff's office provides an assigned deputy and vehicle to be responsible to patrol both inside the facility and outside parking areas at the Administration building and other Summit DD Sites. In addition, the deputy will take initial criminal notifications and complete initial police reports for Major Unusual Incidents of a criminal nature.
- The contract also provides on Summit County Sheriff's detective to investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands.
- The Detective will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities.
- To date in 2019 there have been 33 arrests (20 misdemeanor and 13 felony).
- Up to \$4,000 additional per year to purchase security at events that external entities hold at Summit DD buildings, such as Special Olympics dances.

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

Submitted By: Billie David

For: Superintendent/Assistant Superintendent

Date: 10/3/19

 x Finance & Facilities Committee
 x Services & Supports Committee
 HR/LR Committee

POLICING CONTRACT

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

WITNESSETH:

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

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

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

1. Services. The Sheriff's Office will be the Primary law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide SUMMIT DD with Deputy Sheriffs (hereafter "Deputies") to provide policing services (hereafter "Services") as follows:

(a) The total number of Deputies provided to SUMMIT DD during the term of this Contract will be as follows:

(2) two Deputies - (1) one (Detective) (1) one Deputy (Security),

(b) Deputy will be scheduled by the Sheriff to provide SUMMIT DD with Services for **Five (5) Eight (8) Hour Shifts per week.** as may be adjusted if necessary by the Sheriff or his designee.

(c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outlined in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy

(d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.

(e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to SUMMIT DD.

2. Equipment. The Sheriff will provide a Deputy with **Two (2) Vehicles per shift**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder.

3. Term. The term of this Contract is **(1) one year** commencing on **January 1, 2020** and will terminate at midnight on **December 31, 2020** ("Termination Date") unless earlier terminated because of default as provided in Paragraph 9 herein or if **SUMMIT DD funding is not available**. The contract can not be terminated by either party for no cause during the (1) one year: If a new Contract has not been executed as of the Termination Date (December 31, 2020), then upon the written consent of all parties the Contract may continue after the Termination Date under the same terms and conditions, except the term shall be on a month-to-month basis until

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

4. Payment.

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

See Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract: *\$242,888.01

*As may be adjusted as provided herein.

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

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

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

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

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

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

Akron, Ohio 44308

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

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

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Approved as to Correctness and Form:

By: _____

Printed Name: John J. Trunk

Title: Superintendent

By: _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____

Steve Barry

Sheriff, County of Summit, Ohio

COUNTY OF SUMMIT, OHIO

By: _____

Ilene Shapiro

Executive, County of Summit, Ohio

Date _____

Approved as to Correctness and Form:

By: _____

Deborah S. Matz, Director

Department of Law

Schedule A

SUMMIT DD

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

<u>Year</u>	<u>Salaries (per Deputy)</u>	<u>Total Deputies</u>		
	<u>(1/1/20 - 12/31/20)</u>			
2020	\$67.86 X 3,335.20 hours		=	\$ 226,326.67
2020	<u>Vehicle (Annual)</u>			
	<u>(1/1/20 - 12/31/20)</u>			
	\$24,122.00/3 (1/3 Shift) = \$8,040.67 per shift			
	\$8,040.67 shift X 2 Veh.		=	\$ 16,081.34
	<u>Dispatch (Annual)</u>	(waived)	=	\$ 0.00
	<u>Radios</u>			
	\$240.00 X 2		=	\$ 480.00
2020	Total			\$ 242,888.01/ 12 = \$20,240.66 Per month
			Total:	*\$242,888.01

*As may be adjusted as provided herein.

Schedule B:

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for contracts in 2019	Upgrade to existing phone system	The Board approve the request to enter into contracts with Altura in 2019 for an amount not to exceed \$105,502

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$105,502

Summit DD is in need of an upgrade to the phone system, which was originally purchased around 8 years ago and has not been upgraded since then. The upgrade to the phone system will:

- Allow staff to work remotely, yet still use their work phone number
- Allow work calls to be handled via a computer or cell phone
- Enable "twinning" to seamlessly hand calls off between a physical desk phone, cell phone, and/or computer
- Allow the existing phones to be used with the new upgraded system, resulting in over \$100,000 in savings vs buying a whole new system
- Improve disaster recovery for our phone system
- Leverage more modern technology for call routing and handling
- Stage Summit DD to be able to move to different buildings without loss of phone system functionality

This system upgrade will be purchased from Altura, the vendor that supports the existing phone system. Since this is sole-source it will not be going out for RFP.

Existing licensing annual maintenance (recurring costs prior to upgrade)	\$21,817
New and updated licenses and prepaid maintenance	\$23,252
Professional services for installation and configuration (one-time costs)	\$60,433
Total	\$105,502

The total cost of annual software maintenance, licenses, and professional services will be a maximum of \$105,502, and funding is available in the 2019 budget.

It is recommended that the Board approve the request to enter into contracts with Altura for an amount not to exceed \$105,502.

Submitted By: Russ DuPlain

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

Date: October 2019

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

Altura Communication Solutions

1335 South Acacia Ave.
Fullerton CA, 92831



Exhibit A – Order Form

Quote For MASTER SALES AND MAINTENANCE AGREEMENT ("Agreement")
dated November 08, 2017 by and between Altura Communication Solutions, LLC and
Summit DD ('Customer')

PREMISES (INSTALLED AT):

Summit DD
Site: Summit Hub
89 E. Howe St.
Tallmedge, Ohio 44278
Ron Plagens

rplagens@summitdd.org

SERVICES PERFORMED FOR:

Summit DD
Site: Summit Hub
89 E. Howe St.
Tallmedge, Ohio 44278
Ron Plagens

rplagens@summitdd.org

PRICING & DATES

Purchase Price * \$82,395.73
Support Paid Up-Front \$1,289.00
TOTAL \$83,684.73
Support to be billed \$0.00

** Including installation and shipping if applicable, but excluding taxes*

Contract Presented September 30, 2019

Delivery * TBD
Installation Start * TBD
Cutover * TBD
In Service * TBD

** Estimated*

ATTACHMENTS

- Exhibit A, Exhibit B and Schedule 1
- Support Details
- Parts Details

Upon execution by both parties, this Order Form shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Summit DD

By

By

Name Altura Contract Administration

Title Director of Contract Administration

Date

Name

Title

Date

John J. Trunk
Superintendent

Schedule 1 – Quote & Exhibit B

This quote is only good for 45 days, effective: 10/08/2019.

Vendor	Description	List Price	Sale Price
Avaya	Hardware	\$14,446.00	\$6,950.00
Avaya	Software	\$450.00	\$225.00
Avaya	Licenses	\$10,050.00	\$5,900.00
	Avaya Solutions	\$24,946.00	\$13,075.00
Freight	Solution	\$72.23	\$72.23
Xmedius	Solution	\$11,020.00	\$8,816.00
	Other Solutions	\$11,092.23	\$8,888.23
	Solutions Total	\$36,038.23	\$21,963.23
Altura	Install Labor	\$16,595.00	\$16,595.00
Altura	Professional Services	\$43,837.50	\$43,837.50
	Installation Total	\$60,432.50	\$60,432.50
	TOTAL Solution and Installation	\$96,470.73	\$82,395.73
Other	Third Party Support PP	\$1,611.25	\$1,289.00
	SUPPORT Paid Up-Front	\$1,611.25	\$1,289.00
	SUPPORT TOTAL	\$1,611.25	\$1,289.00
	TOTAL At Time of Sale	\$98,081.98	\$83,684.73
	GRAND SOLUTION TOTAL	\$98,081.98	\$83,684.73

All Pricing Excluding Taxes		
30.00%	Down Payment	\$25,105.42
60.00%	Delivery	\$50,210.84
10.00%	Due at Acceptance	\$8,368.47

Upon execution by both parties, this Schedule shall be incorporated into the Agreement.

Altura Communication Solutions, LLC

Summit DD

By

By

Name Altura Contract Administration

Name

Title Director of Contract Administration

Title

Date

Date

John J. Trunk
Superintendent

Support Details

Part #	Description	Term	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
1090-98373-00	XMEDIUS Standard XpressCare - CX-E licenses - monthly pro-rated (1.25% of MSLP per month) PP	12 months	11	\$3.48	\$459.25	Midd	\$33.40	\$367.40
1090-98345-00	XMEDIUS Standard XpressCare - Speech licenses - 1 year (per resource) (15% MSLP) PP	12 months	6	\$16.00	\$1,152.00	Midd	\$153.60	\$921.60
						Other Support PP		\$1,289.00
						OTHER SUPPORT TOTAL		\$1,289.00

AN = Annual Payment

PP = Prepaid Payment

The End Customer may terminate their Avaya Support Advantage Services at any time during the current term upon at least 45 days written notice and shall be subject to payment of: (i) Support Advantage charges up to and including the date of termination, and (ii) cancellation fees. Cancellation fees shall be equal to the greater of Support Advantage charges that would otherwise be payable for the affected Support Advantage coverage for the remainder of the year of the Term in effect as of the effective date of the termination OR, 50% of the remainder of the Term in effect as of the effective date of the termination. The parties agree that the cancellation fees are liquidated damages comprising a reasonable estimate of Avaya's damages in the event of the Customer's early termination and are not a penalty. Unless already paid, the cancellation fees shall be immediately due and payable upon cancellation.

Maintenance Start Date

Due Upon Commencement of Manufacturer Support Contract

Parts Details

Part #	Description	QTY	Unit List	Ext List	Location	Unit Sale	Sale Price
700513634	J189 IP PHONE GLOBAL NO POWER SUPPLY	10	\$370.00	\$3,700.00	Main 89 E Howe Rd	\$185.00	\$1,850.00
405362641	POWER CORD USA	1	\$23.00	\$23.00	Lsp 89 East Howe Rd	\$11.50	\$11.50
700512174	G430 MP40 MEDIA GATEWAY NON-GSA	1	\$2,100.00	\$2,100.00	Lsp 501 W Hopocan Ave	\$1,050.00	\$1,050.00
405362641	POWER CORD USA	1	\$23.00	\$23.00	Lsp 501 W Hopocan Ave	\$11.50	\$11.50
700394661	MM711 ANALOG MEDIA MODULE RHS	1	\$1,600.00	\$1,600.00	Main 89 E Howe Rd	\$800.00	\$800.00
700514337	J100 EXPANSION MODULE 24	1	\$295.00	\$295.00	Main 89 E Howe Rd	\$147.50	\$147.50
700513638	J129 IP PHONE GLOBAL NO POWER SUPPLY	15	\$125.00	\$1,875.00	Main 89 E Howe Rd	\$62.50	\$937.50
700512174	G430 MP40 MEDIA GATEWAY NON-GSA	1	\$2,100.00	\$2,100.00	Lsp 89 East Howe Rd	\$1,050.00	\$1,050.00
700513569	J179 IP PHONE GLOBAL NO POWER SUPPLY	6	\$455.00	\$2,730.00	Main 89 E Howe Rd	\$182.00	\$1,092.00
397272	AURA SYSTEM MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397903	SESSION MANAGER R8 VE VAPPLIANCE SYSTEM ENABLEMENT	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397937	DEVICE SERVICES R8 VE VAPPLIANCE SYSTEM ENABLEMENT	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
700514689	AURA SESSION MANAGER R8.1 DVD	1	\$50.00	\$50.00	Main 89 E Howe Rd	\$25.00	\$25.00
397174	AURA R8 CM VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397230	ASBCE R8 VE VAPP TRACKING CODE NEW LICENSE	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
307098	AVAYA DIAGNOSTIC SRVR SAL GATEWAY OVA LIC:DS	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397175	AURA R8 CM DUPLICATE MAC VE VAPPLIANCE SYS ENABLEMENT	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397228	ASBCE R8 VE VAPP ENABLEMENT	1	\$400.00	\$400.00	Main 89 E Howe Rd	\$200.00	\$200.00
231820	AVAYA AURATM RFA TO PLDS CONVERSION	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397941	SESSION MANAGER R8 SYSTEM LIC:DS;NU;SR	1	\$1,300.00	\$1,300.00	Main 89 E Howe Rd	\$650.00	\$650.00
397287	AURA SYSTEM MANAGER R8 LIC:DS	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397170	AURA R8 CM VIRTUAL PLATFORM SOLUTION UPGRADE TRACKING	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397184	AURA SUITE R8 MESSAGING SEAT BASIC R7 /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397134	AURA SUITE R8 INTG MGMT SITE ADMINISTRATION R8 /E LIC:DS	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
259401	MEDIA ENCRYPTION R8+MBT LIC:DS	1	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397100	AURA R8 CORE SUITE UPGRADE/UPLIFT UA SOFTWARE LIC: NU;CU;SR	350	\$25.00	\$8,750.00	Main 89 E Howe Rd	\$15.00	\$5,250.00
397113	AURA SUITE R8 PRESENCE SERVICES R8 /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397114	AURA SUITE R8 AES UNIFIED DESKTOP R8 /E LIC:CU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397115	AURA SUITE R8 ASBCE R8 STANDARD SERVICES /E LIC:CU	100	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397135	AURA SUITE R8 AVAYA BREEZE R3 USER /E LIC:CU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397117	AURA SUITE R8 ASBCE R8 STANDARD HIGH AVAIL LIC /E LIC:CU	100	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397118	AURA SUITE R8 ASBCE R8 ADVANCED HIGH AVAIL LIC /E LIC:CU	50	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397124	AURA SUITE R8 EQUINOX IPAD /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397116	AURA SUITE R8 ASBCE R8 ADVANCED SERVICES /E LIC:CU	50	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397126	AURA SUITE R8 EQUINOX MOBILE /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397127	AURA SUITE R8 EC500 SINGLE MODE /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397128	AURA SUITE R8 ONE-X CES /E LIC:CU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397129	AURA SUITE R8 VIDEO /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397133	AURA SUITE R8 EQUINOX FOR WEB /E LIC:CU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397132	AURA SUITE R8 COMMUNICATOR FOR MS LYNC /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397131	AURA SUITE R8 ONE-X COMMUNICATOR /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397125	AURA SUITE R8 EQUINOX WIN /E LIC:CU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
397130	AURA SUITE R8 EQUINOX MAC /E LIC:NU	350	\$0.00	\$0.00	Main 89 E Howe Rd	\$0.00	\$0.00
					AVAYA PARTS TOTAL		\$13,075.00
.FREIGHT	Freight (Auto)	1	\$72.23	\$72.23	Main	\$72.23	\$72.23
1028-03180-00	Xmedius 1 Speech resource (ASR and TTS) License (add additional ports up to 384 Speech resources, includes 1 TTS language)	6	\$1,280.00	\$7,680.00	Mrdd	\$1,024.00	\$5,144.00
1028-04018-00	Xmedius Avaya Communication Manager SIP	1	\$1,000.00	\$1,000.00	Mrdd	\$800.00	\$800.00

1028-04000-00	(Includes SIP trunk for CM/SM, and SIP station for SM integration) Xmedius SIP Port (All SIP integrations) - Per Port	12	\$195.00	\$2,340.00	Midd OTHER PARTS TOTAL	\$155.00	\$1,872.00 \$8,888.23
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SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE TEN MONTHS ENDED OCTOBER 31, 2019 AND 2018

	10/31/2019			10/31/2018		
	2019	2019	YTD %	2018	YTD %	
	ANNUAL	YTD	BUDGET	ANNUAL	BUDGET	
	BUDGET	ACTUAL	REMAINING	BUDGET	REMAINING	BUDGET
						REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 51,941,268	\$ 49,226,192	\$ 2,715,076	\$ 51,456,835	\$ 51,884,883	\$ (428,048)
REIMBURSEMENTS	13,462,254	8,052,694	5,409,560	12,301,000	10,475,866	1,825,134
GRANTS	1,523,329	1,114,799	408,530	1,250,000	1,123,786	126,214
CONTRACT SERVICES	120,000	29,479	90,521	450,000	65,841	384,159
REFUNDS	-	29,442	(29,442)	-	24,679	(24,679)
OTHER RECEIPTS	96,000	91,823	4,177	86,000	189,756	(103,756)
TOTAL REVENUE	\$ 67,142,851	\$ 58,544,429	\$ 8,598,422	\$ 65,543,835	\$ 63,764,811	\$ 1,779,024
OPERATING EXPENDITURES						
SALARIES	\$ 16,409,804	\$ 12,777,720	\$ 3,632,084	\$ 19,083,932	\$ 14,502,366	\$ 4,581,566
EMPLOYEE BENEFITS	9,278,922	6,751,993	2,526,929	8,611,271	5,789,498	2,821,773
SUPPLIES	431,423	270,708	160,715	708,020	335,173	372,847
TRAVEL AND TRAINING	297,700	254,462	43,238	315,350	202,904	112,446
DIRECT CONTRACT SERVICES	9,565,568	7,199,029	2,366,539	9,301,833	7,996,479	1,305,354
INDIRECT CONTRACT SERVICES	1,870,000	1,291,011	578,989	2,198,530	1,227,444	971,086
MEDICAID COSTS	30,390,000	28,036,558	2,353,442	28,410,000	28,504,362	(94,362)
UTILITIES	565,175	368,621	196,554	642,925	408,601	234,324
RENTALS	8,000	7,534	466	23,600	21,431	2,169
ADVERTISING	145,000	110,394	34,606	132,000	77,328	54,672
OTHER EXPENSES	311,817	283,028	28,789	335,250	296,316	38,934
EQUIPMENT	304,000	161,500	142,500	342,000	199,876	142,124
REAL PROPERTY IMPROVEMENTS	300,000	31,781	268,219	350,000	26,419	323,581
TOTAL EXPENDITURES	\$ 69,877,409	\$ 57,544,339	\$ 12,333,070	\$ 70,454,711	\$ 59,588,197	\$ 10,866,514
NET REVENUES AND EXPENDITURES	\$ (2,734,558)	\$ 1,000,090		\$ (4,910,876)	\$ 4,176,614	\$ 15,444
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 50,720,263	\$ 50,720,263				
LESS: EXPENDITURES	67,142,851	58,544,429				
ENDING FUND BALANCE	(69,877,409)	(57,544,339)				
	\$ 47,983,705	\$ 51,720,353				

Recommended for approval by the
November Finance & Facilities Committee.

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

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

<u>Revenue:</u>			
1	Grants:		
	TANF Summer Youth Employment Program reimbursement.	\$	131,400
<u>Expenditures:</u>			
2	Direct Service Contracts:		
	Incremental funding of the Family Engagement Program for individuals enrolled in the program.	\$	150,000
	Remaining balances of contracts with providers who participated in the TANF Summer Youth Program.		38,600
3	Indirect Service Contracts:		14,500
4	Medicaid Costs:		
	Payments to DODD for the following costs:		
	Quarterly waiver match.		6,142,500
	Quarterly waiver administration fee.		382,000

Prior Months

<u>Revenue:</u>			
	Property Taxes:		
	The County's Executive office increased the Property Tax budget to reflect a revised tax collection estimate.	\$	474,400

Reimbursements:
Beginning with the FY 2020 state bi-annual budget, DODD reallocated \$2.3m of the \$2.6m state subsidy to offset waiver match expense which reduces revenue and expenses but results in no net effect to the bottom line. The FSS portion will remain as an annual reimbursement and will be included in revenue.

The total cost report audit settlement for FY 2015 was \$4,824,252 of which \$2,082,755 was for the MAC program and TCM. Because much of settlement was unbudgeted revenue for 2019, the remaining balance of \$2,741,498 for day program services was deposited into the Building Improvement Fund to be used for future facility renovations.

<u>Expenditures:</u>			
	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.		
	Ohio Association of County Boards (OACB) 2019 annual dues.	\$	1,584,100
	Other Expenses:		92,700
	Payment to Wichert Insurance Company for the following insurance costs:		
	Cyber insurance with AIG-Illinois National Insurance.		10,100
	Director and officers liability insurance with Selective Insurance Company.		32,100
	Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.		66,300
	Annual county chargeback for building insurance.		31,000

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

Summit County Developmental Disabilities Board

MINUTES – DRAFT

Thursday, October 24, 2019
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, October 24, 2019 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:45 p.m.

Board Members Present

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

Board Member Excused

Dave Dohnal

ALSO PRESENT

John J. Trunk, Superintendent
Lisa Kamlowsky, Assistant Superintendent
Russ DuPlain, Director of IT and
Facilities
Danyelle Conner, Director of HR
Mira Pozna, Director of Fiscal
Maggi Albright, Recording Secretary

Billie Jo David, Director of
Communications & Quality
Holly Brugh, Director of SSA & Children's
Services
Drew Williams, Director of Community
Supports & Development
and others

I. SUMMIT COUNTY SHERIFF'S CONTRACT

The contract with the Summit County Sheriff's office provides an assigned deputy and vehicle to be responsible to patrol inside and outside Summit DD facilities and parking areas as well as take initial criminal notifications and complete initial police reports for major unusual incidents (MUI) of a criminal nature. The contract also provides a detective to investigate criminal cases, including conducting relevant interviews, searching for suspects, gathering evidence, obtaining warrants, courtroom testimony and other duties based on case-specific demands. Additionally, the detective coordinates with the Summit County Prosecutor's office and other law enforcement jurisdictions as needed to educate the community regarding criminal cases involving individuals with developmental disabilities. In 2019 there have been 33 arrests; 20 misdemeanor and 13 felony. The contract includes \$4,000 for security at events that external entities hold at Summit DD buildings.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

WORK SESSION *(continued)*

I. SUMMIT COUNTY SHERIFF'S CONTRACT *(continued)*

The request is to renew the contract with the Summit County Sheriff's office for the period January 1, 2020 through December 31, 2020 in an amount not to exceed \$246,888.01. This amount represents an increase of \$7,229 over the 2019 contract to cover the cost of salary increases as well as incidental costs for the use of a vehicle. Funds are available in the budget and the Summit County Sheriff's contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

II. ALTURA CONTRACTS

Summit DD's phone system was originally purchased about eight years ago and has not been upgraded. The request is to enter into contracts with Altura, the vendor that supports the existing phone system, to configure and install a new phone system and to provide updated licenses and maintenance. Upgrades to the phone system would allow staff to work remotely yet still use their work phone number via a computer or cell phone, enable "twinning" to seamlessly switch calls between a physical desk phone, cell phone and/or computer, leverage more modern technology for call routing and handling, stage Summit DD to be able to move to different buildings without loss of phone system functionality, improve disaster recovery and allow the existing phone system to be used with the new upgraded system resulting in \$100,000 savings versus purchasing an entire new system. Total costs would not exceed \$105,502. Mr. Briggs asked how this California-based vendor was selected. Mr. DuPlain replied this company provides the existing phone system and they are being recommended so that it is more cost effective for the upgrade. Other vendors were researched but that would require purchasing new licenses and equipment. Funds are available in the budget and the Altura contracts have been recommended for approval by the October Finance & Facilities Committees.

III. BROKERAGE AGREEMENT FOR SALE OF BATH CENTER

In 1980, Summit DD acquired and paid for the construction of the former training and work facility located at 340 North Cleveland-Massillon Road, Akron. The property is titled in the name of Summit County. Since vacating the facility in 2010, Summit DD and the County have been unsuccessful in identifying a use or purchaser for the property and it remains vacant. The Summit County Executive has the authority to enter into a professional service agreement with a licensed real estate agent to assist in marketing and selling the property. The request is for the Board to pass a resolution requesting the County Executive to begin this process. When a buyer is found, Summit DD will have final input relative to an acceptable sale price. The County has agreed that proceeds from the sale will be returned to the Board for use in other capital projects.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

WORK SESSION *(continued)*

III. BROKERAGE AGREEMENT FOR SALE OF BATH CENTER *(continued)*

Mr. Trunk noted there have been multiple conversations and e-mail exchanges with a variety of staff at the Executive's office relative to the proceeds from the sale being credited to the Board and he feels confident that the Executive will honor this commitment. Ms. Kamlowisky added that she has been working with staff in the Executive's office relative to the wording of the Board resolution so that it is ready to be presented to County Council. After County Council approves, it will be in County ordinance. The request to enter into a brokerage agreement for the sale of the Bath Center has been recommended for approval by the October Finance and Facilities and Services & Supports Committees.

IV. AKRON CHILDREN'S HOSPITAL AMENDMENT

The Ohio Department of Developmental Disabilities (DODD) will allocate an additional \$3 million dollars per year for service coordination, evaluations and assessments to counties most affected by the increase in Early Intervention (EI) referrals and the number of children served in EI. An increase for EI in the Governor's budget resulted in \$195,748 in new money for Summit County. Effective July 1st, children with a diagnosis of Neonatal Alcohol Syndrome (NAS) or elevated lead blood levels became automatically eligible for EI services. These new eligibility categories have put Ohio at the forefront nationally of providing EI services to these two populations. The request is to increase the current contract with Akron Children's Hospital (ACH) for the total contract amount not to exceed \$1,005,810. This will allow ACH additional funds of \$66,641 to hire another service coordinator and the remaining \$129,107 will be credited to Summit DD to go towards the salary costs for staff who perform developmental evaluations. Funds for this contract are available in the budget and will be supported by grant funds. The contract amendment with Akron Children's Hospital has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

V. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTRACT

The counties of Summit, Trumbull, Columbiana, Portage and Ashtabula were awarded \$179,000 through a collaborative Strong Families Safe Communities grant by the Ohio Department of Mental Health and Addiction Services to provide high fidelity wraparound services to youth with intensive needs. Summit DD is the applicant of the grant and would like to subcontract with the Summit County Family and Children First Council (FCFC) in the amount of \$65,000 for a service coordinator to provide these services. The grant was funded for two years at \$179,000/ year and the 2020 grant period is July 1, 2019 through June 30, 2020. Through the grant, each county provides high fidelity wraparound, respite and peer support services to children and youth ages birth through 25 who have intensive needs relating to intellectual/ developmental disabilities and/or behavioral health needs.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

WORK SESSION *(continued)*

V. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTRACT *(continued)*

In Summit County, this service will be provided by a service coordinator hired by FCFC, with the Summit County Combined General Health District as the administrative agent. In addition, this grant will pay for rent and utilities at the crisis home for children located in Summit County, as well as providing wraparound training to staff in all five counties. Funds are available in the budget and will be supported by grant funds. The Summit County FCFC contract has been recommended for approval by the October Finance & Facilities and Services & Supports Committees.

VI. SEPTEMBER FINANCIAL STATEMENTS

September ended with a balance of \$9,964,621 and a fund balance of \$60,684,884. Revenue for the month included second half property tax settlement of \$22,755,000 and quarterly Medicaid Administrative Claims (MAC) reimbursement of \$361,000. Expenditures in September included payment of \$54,800 to providers participating in the TANF Summer Youth Program and \$11,100 for waterline evaluations and repairs at the administrative campus. The September Financial Statements have been recommended for approval by the October Finance & Facilities Committee.

The work session adjourned at 6:05 p.m.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:05 p.m.

I. BOARD MEMBER CAUCUS

Mrs. Ricks commented that she had a student scheduled for an OEDI and the Summit DD staff assigned to the case was SSA Nick Calcei. She said the student was very nervous and that Mr. Calcei made the student feel very comfortable and that he seemed very comfortable and knowledgeable. She thanked Mr. Calcei for his support. Mrs. Ricks stated this is just one of many experiences that makes her proud to be part of the Summit DD Board.

II. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, thanked Superintendent Trunk for speaking at the Cuyahoga Falls Democratic Party meeting last week. She said his speech was very informative and that people appreciated hearing from him. Ms. Frank commented on the 75th birthday celebration of Kenny King that was held by the City of Cuyahoga Falls. It was a festive event with many community members in attendance. Ms. Frank congratulated Holly Brugh and Drew Williams on their recent contract extensions. Ms. Frank asked when the next online auction would be held. Mr. DuPlain replied that it may be a few more months and added that a notice will be sent to announce the next auction. Ms. Frank mentioned that Probate Court is hosting an art show on October 28th and encouraged all to attend. Ms. Frank thanked Maggi Albright for her efforts with the recent Summit DD apparel sale.

Dawn Petrick, a Summit DD staff, said she recently attended the three-day statewide Synergy conference. There were 28 representatives from Summit County in attendance. She thanked Holly Brugh and Drew Williams for facilitating participation. She noted that an individual from Summit County is now on the PAR Board and she is a wonderful addition, offering valuable and unique perspective.

III. APPROVAL OF MINUTES

A. SEPTEMBER 26, 2019 (combined work session and regular meeting)

R E S O L U T I O N

No. 19-10-01

Mr. Briggs moved that the Board approve the minutes of the September 26, 2019 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mr. Quade, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS

A. FINANCE & FACILITIES COMMITTEE

1. BROKERAGE AGREEMENT FOR SALE OF BATH CENTER

R E S O L U T I O N

No. 19-10-02

Mr. Quade moved that whereas the Summit County Developmental Disabilities Board paid for and constructed a facility at 340 North Cleveland-Massillon Road, Bath, Ohio 44333, at which location individuals with developmental disabilities previously received services; and

Whereas the Summit County Developmental Disabilities Board has determined that said property is no longer necessary for its operations; and

Whereas the County of Summit holds title to said real estate located at 340 North Cleveland-Massillon Road, Bath, Ohio 44333;

Now therefore be it resolved that the Summit County Developmental Disabilities Board requests that the County Executive enter into a professional service contract with a real estate broker to assist in selling the property located at 340 North Cleveland-Massillon Road, Bath, Ohio 44333 at a sales price that is acceptable to both the County of Summit and the Summit County Developmental Disabilities Board, as agreed to by the Superintendent, and that all sales proceeds are returned to Summit County Developmental Disabilities Board's Permanent Improvement Fund. The motion, seconded by Mrs. Ricks, was unanimously approved.

2. AKRON CHILDREN'S HOSPITAL AMENDMENT

R E S O L U T I O N

No. 19-10-03

Mrs. Lee moved that the Board approve an increase of Sixty Six Thousand Six Hundred Forty One Dollars (\$66,641.00) to the one-year contract with Akron Children's Hospital for Part C Early Intervention Service Coordination, for the total contract amount not to exceed Eight Hundred Fifty One Thousand Three Hundred Eight Dollars (\$851,308.00), for the period July 1, 2019 through June 30, 2020, as presented in attachment #4, and that the Superintendent be authorized to sign said contract amendment. The motion, seconded by Mrs. Gaugler, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

A. FINANCE & FACILITIES COMMITTEE *(continued)*

3. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTACT

R E S O L U T I O N

No. 19-10-04

Mrs. Ricks moved that the Board approve a contract with Summit County Family and Children First Council to provide high fidelity wraparound services to youth, for the period July 1, 2019 through June 20, 2020, in an amount not to exceed Sixty Five Thousand Dollars (\$65,000.00), as presented in attachment #5, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

4. SEPTEMBER FINANCIAL STATEMENTS

R E S O L U T I O N

No. 19-10-05

Mrs. Gaugler moved that the Board approve September Financial Statements, as presented in attachment #6. The motion, seconded by Mr. Briggs, was unanimously approved.

V. SUPERINTENDENT'S REPORT

A. CENSUS

The Superintendent presented the September Census and explained that a new format is being used and it is still evolving. He noted Summit DD is the fourth largest county in the state. Mr. Trunk also pointed out there has been 72.7% growth in the number of children age 3-5 being supported, which has not happened by accident; this growth represents the Board's commitment to support kids beyond early intervention. There has also been an increase in the number of kids graduating who will be in need of employment, day and possibly residential services. The new format shows waivers by category and reflects an increase of about 100 waivers since 2017.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

BOARD MEETING (continued)

V. SUPERINTENDENT'S REPORT (continued)

B. MISCELLANEOUS

Summit DD will be collaborating with the Summit County Public Health Department around a \$1 million-dollar grant that was awarded to evaluate and design a best practice model for supporting individuals living with Alzheimer's disease and related dementias, including those with intellectual and developmental disabilities. It is a three-year grant and only thirteen of these grants were awarded across the country.

Mr. Trunk advised that he will be meeting with the Mayor of Barberton next week to continue discussions around renovating and moving staff to the Barberton Center. He will also be meeting with the Mayor of Cuyahoga Falls in early November.

The Superintendent announced that Judge Stormer has reappointed Dave Dohnal to another four-year term on the Board commencing in January 2020.

Mr. Trunk thanked Randy Briggs for facilitating a meeting with Mayor Horrigan to discuss employment opportunities for individuals with disabilities in the City of Akron.

Drew Williams and his staff will be hosting an employment event this Saturday at the Cuyahoga Falls Sheraton to kick-off the National Disability Employment Awareness campaign. Director Davis, along with more than 100 participants, are expected to attend.

The annual All Agency In-service will be held on Monday, November 18th. There will be activities at the main campus in the morning and then staff will gather at Silver Lake Country Club in the afternoon for lunch and service awards. The keynote speaker will be Meghan Wilkinson. Mr. Trunk invited the Board Members to attend and asked them to RSVP to Maggi Albright.

The annual OACB Conference is being held December 4-6 at the Hilton @ Easton in Columbus. Board Members who would like to attend should contact Maggi Albright.

Mr. Trunk mentioned that a tentative agreement has been reached on the Ball v. DeWine lawsuit and some details include a commitment by DODD to provide more state-funded waivers for people to leave congregate settings and live in the community, along with expanding options for residential counseling. The spirit of the agreement is to make sure individuals leaving their home or who need residential placement are aware of the array of services available.

MINUTES – combined work session and regular meeting
Thursday, October 24, 2019

BOARD MEETING *(continued)*

VI. PRESIDENT'S COMMENTS

Ms. Wilkinson said she has been thinking about all the ways in which each of us have impact individually and collectively. She noted that when she and others addressed Cuyahoga Falls City Council, the financial impact of Summit DD moving staff to that community was discussed; she also noted that the Agency has a large economic impact in the County. Ms. Wilkinson said that she would like to be able to tell Summit DD's story of impact more efficiently and she thinks it is important to be able to cite data and statistics because it is not just about the money and the financial impact, it is also about the lives of people the Board supports in our community. Ms. Wilkinson noted Mrs. Ricks' comments tonight on the impact that SSA Nick Calcei had on her and one of her students, along with the impact that Kenny King has had on his community. Social impacts are so important as well. Everyone has the ability to make an impact.

Ms. Wilkinson publicly thanked Russ Balthis, Law Director for the City of Cuyahoga Falls, for arranging a private tour of one of the fire stations. It was a great experience for her sons, one of whom wants to be a fireman, and she appreciates that her sons had this opportunity.

There being no further business, the Board Meeting adjourned at 6:33 p.m.

Allyson V. Lee, Secretary