

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

# **AGENDA**

Thursday, April 23, 2020  
VIA VIDEO CONFERENCE  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

*No Discussion Only Items this month*

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

*No Action Items Discussed Previously this month*

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

- I. VOLUNTEER GUARDIANSHIP PROGRAM CONTRACT
  
- II. NEW POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)
  
- III. COMBINED FEBRUARY AND MARCH FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. APPROVAL OF MINUTES
  - A. FEBRUARY 27, 2020 (combined Work Session/Regular Meeting)
  - B. March 17, 2020 (emergency Board Meeting)
- V. BOARD ACTION ITEMS
  - A. VOLUNTEER GUARDIANSHIP PROGRAM CONTRACT
  - B. NEW POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)
  - C. COMBINED FEBRUARY AND MARCH FINANCIAL STATEMENTS
- VI. SUPERINTENDENT’S REPORT
  - A. MISCELLANEOUS UPDATES
- VII. PRESIDENT’S COMMENTS
- VIII. EXECUTIVE SESSION
- IX. ADJOURN

## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

| <b>TOPIC</b>   | <b>ISSUE/CONCERN</b>  | <b>RECOMMENDATION</b>   |
|--|---|---|
| Volunteer Guardianship Program   | Agreement between Summit DD and other public partners including the Probate Court to acquire guardianship services for eligible individuals | Approve the renewal of a Memorandum of Agreement between Summit DD, Summit County Combined General Health District (SCPH), Summit County Probate Court, ADM Board, and DJFS in support of the Voluntary Guardianship Program for the period April 1, 2020 through March 31, 2021 in an amount not to exceed \$50,000. |
| <b>SUPPORTING DATA FOR RECOMMENDATION</b>  |   |   |
| <p><b># of Individuals Currently Served:</b> 271 wards – (of the 219 wards, 70 individuals are eligible for Summit DD services)</p> <p><b>Additional # of Individuals Served:</b> Referrals are random, but cases have increased each year the program has been in operation.</p> <p><b>Amount of Increase:</b> None</p>   |   |   |
| <p>Guardianships assist people, known as wards, who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability.</p> <p>In many cases a ward has no children or other family member to serve as a guardian. When that happens, the Probate Court can appoint a volunteer guardian from the Volunteer Guardianship Program (VGP) to serve as the legal guardian. The program had been operated through a contract with Jewish Family Services from July 2014 until April 2018, at that time, it was transferred to the Summit County Combined General Health District. Stakeholders include SCDD, the ADM Board, Summit County Public Health, Summit County Probate Court and Summit County DJFS.</p> <p>Clearly not all individuals with developmental disabilities, or other mental and/or physical impairments for that matter, require the services of a guardian. Only a small percentage of those who are SCDD eligible do. However, when family members are not available, and a guardian is necessary, the availability of one through the County Probate Court is essential.</p> <p>This agreement allows funds to be used, almost exclusively, to cover staff costs associated with monitoring the cases and recruiting additional volunteer guardians. There are currently approximately 110 Volunteer Guardians. Specific deliverables as part of the agreement, beyond recruiting and training volunteers include: accepting referral of clients needing a guardian, matching volunteer guardians with clients, assuring monthly visits take place and case notes are completed and filed, and participating and reporting back to the Advisory Committee on a quarterly basis.</p> |   |   |

Submitted By: John Trunk
 For: \_\_\_\_\_ Superintendent/Assistant Superintendent  
 \_\_\_\_\_ Finance & Facilities Committee  
 \_\_\_\_\_ Services & Supports Committee  
 \_\_\_\_\_ HR/LR Committee
Date: April 2020

## MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT (the "Agreement") is entered into this 1st day of April 2020 by and between the Summit County Combined General Health District, (OWNER), also known as Summit County Public Health, located at 1867 West Market Street, Akron, Ohio ("SCPH"), the Summit County Court of Common Pleas – Probate Division, ("Probate Court"), the Summit County Alcohol, Drug and Mental Health Board, (ADM), the Summit County Developmental Disabilities Board (DD) and the Summit County Department of Jobs and Family Services (DJFS). Each entity shall be referred to as a "party" and collectively shall be referred to as the "Parties."

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

### SERVICES

#### **A. Scope of Services.**

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

#### **B. Statement of Work.**

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

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

SCPH and all contractors' will comply with all guidelines that are established by Probate Court for training, record checks, and reporting requirements. SCPH will also work cooperatively with the Advisory Committee to monitor the program outcomes. The specific details of the Services are described in the contract "Exhibit A".

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

#### **PAYMENT**

**A. Fees.**

DD, DJFS, ADM and Probate Court shall each pay SCPH a fixed Fifty- Thousand Dollars (\$50,000) in full satisfaction for the proper performance of the services. Total payments received will equal \$200,000. Payments shall be made annually beginning May 1, 2020.

#### **TERM AND TERMINATION**

**A. Term.**

The term of this Agreement is one (1) year, commencing on April 1, 2020 and ending on March 31, 2021.

**B. Termination without Cause.**

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

**C. Termination for Cause.**

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

**D. Effect of Termination.**

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

#### **CONFIDENTIALITY**

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

#### **DEBARMENT**

The parties each hereby represent and warrant the following:

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

#### INDEPENDENT CONTRACTOR

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

#### NOTICES

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

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

**To SCPH:**

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

**To Probate Court:**

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

**To DD:**

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

**To ADM:**

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

**To DJFS**

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

**MISCELLANEOUS**

- A. **Workers' Compensation.**  
Each party shall carry Workers' Compensation Liability Insurance as required by Ohio law for any work to be performed within the State of Ohio.
- B. **Equal Employment Opportunity.**  
Each party shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, age or Vietnam-era status ("Protected Status"). Each party shall ensure that applicants for employment and employees are treated without regard to their Protected Status. Each party agrees to post notices with the provisions of this Section in conspicuous places that are available to employees and applicants and to state in all solicitations and advertisements for employees that it is an equal opportunity employer.
- C. **Assignability.**  
Parties may not assign this Agreement without the other parties' prior written consent.
- D. **Governing Law.**  
This Agreement is governed by the laws of the State of Ohio, without giving effect to provisions related to choice of laws or conflict of laws, and venue for any disputes shall lie exclusively with the appropriate court in Summit County, Ohio.

**E. Unenforceability.**

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

**F. Counterparts.**

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

**G. Modification or Amendment.**

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

**H. Entire Agreement.**

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

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

AGREED TO AND ACCEPTED:

Summit County Combined General Health District

Donna Skoda 4/10/20  
Signature Date

Donna Skoda, MS, RD, LD  
Printed Name

Health Commissioner  
Title

County of Summit Developmental Disabilities Disabilities Board

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

John Trunk

Summit County Common Pleas Court – Probate Division

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

Elinore Marsh Stormer  
Printed Name

Judge, Probate Court  
Title

County of Summit ADM Board

Gerald Craig 4/13/2020  
Signature Date

Gerald Craig



Printed Name

Superintendent  
Title

County of Summit Department of Job  
and Family Services

Signature

Terri Burns  
Printed Name

Director  
Title

Printed Name

Executive Director  
Title

APPROVED AS TO FORM AND LEGAL CONTENT

Uma Rovic  
Assistant Prosecuting Attorney  
Summit County, Ohio

## BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into this 1 day of April, 2020, by and between Summit County Department of Development Disabilities Services (referred to as "Business Associate") and Summit County Combined General Health District (referred to as "Agency") in conformance with the Health Insurance Portability and Accountability Act of 1996, its regulations, and the HITECH Act of 2009.

WHEREAS, Agency will make available and/or transfer to Business Associate confidential, personally identifiable health information in conformance with the Agreement for Services executed simultaneously with this Business Associate Agreement, and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. **Definitions.**
  - 1.1. **Protected Health Information ("PHI")** means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 160.103, and any amendments thereto, received from or on behalf of the Agency.
  - 1.2. **Unsecured PHI** is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.
  - 1.3. **Business Associate** shall have the meaning given to such term in 45 CFR § 160.103.
  - 1.4. **Individual** means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.
  - 1.5. **Privacy Rule** means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.
  - 1.6. **Underlying Agreement** means the agreement unto which this Business Associate Agreement is attached and which defines the data set and PHI covered by this Business Associate Agreement.
  - 1.7. **Required by law** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.
  - 1.8. Any terms not specifically defined herein shall have the same meaning as those terms have in the Privacy Rule.
2. **Copy of Privacy Practices.** If applicable, Agency shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
3. **Permitted Use.** The Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
  - 3.1. **Covered Functions.** Except as otherwise limited in this Agreement, Business Associate may use or disclose the PHI on behalf of, or to provide services to, Agency for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the Underlying Agreement.

- 3.2. Disclosure Restrictions.** If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
- 3.2.1. Disclosure is required by law; or
  - 3.2.2. Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially and only may be used or further disclosed as required by law or for the purposes of the disclosure; and person/entity agrees to notify Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
- 3.3. Data Aggregation.** To permit the Business Associate to provide data aggregation services relating to the health care operations of Agency. Aggregation is defined as combining PHI received from multiple Business Associates to produce data analysis that relates to the operation of the respective Covered Entities.
- 3.4. With Patient Authorization.** Agency and Business Associate agree to obtain any consent, authorization, or permission that may be required by the Privacy Rule, Part 2, or any other applicable federal, state, or local laws and/or regulations prior to furnishing such Protected Health Information to Business Associate or Agency.
- 4. Minimize Use of PHI.** The Business Associate agrees that it will not request, use, or release more than the minimum necessary amount of PHI to accomplish the purpose of the use, disclosure, or request.
- 5. Business Associate Safeguards.** The Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency. The Business Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Business Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Business Associate will protect electronic PHI at rest and in transit through encryption that complies with the State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
- 6. Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.**
- 6.1. Incident Reporting.**
    - 6.1.1. Business Associate shall report to Agency the following:
      - 6.1.1.1. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and
      - 6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
    - 6.1.2. Within 24 hours of discovery of a suspected reportable incident as described in 6.1.1 above, Business Associate shall notify Agency of the existence and nature of the incident as understood at that time. Business Associate shall immediately investigate the incident and within 72 hours of discovery shall provide Agency, in writing, a report describing the results of Business Associate's investigation, including:
      - 6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;

- 6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;
  - 6.1.2.3. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;
  - 6.1.2.4. A description of the probable causes of the incident;
  - 6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and
  - 6.1.2.6. Whether the Business Associate believes any federal or state laws requiring notifications to individuals are triggered.
- 6.1.3. Reporting and other communications made to the Agency under this section must be made to the Agency's HIPAA privacy officer at:

Summit County Public Health  
 Legal Division  
 330-926-5738 or  
 330-926-5736  
[tstearns@schd.org](mailto:tstearns@schd.org) or  
[snemecek@schd.org](mailto:snemecek@schd.org)  
 1867 W. Market St.  
 Akron, OH 44313

- 6.2. **Business Associate Mitigation.** In addition, Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the Agency. Business Associate shall preserve evidence.
  - 6.3. **Coordination.** Business Associate will coordinate with the Agency to determine additional, specific actions that will be required of the Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities. Notifications, if any, will be made at the direction of the Agency.
  - 6.4. **Incident costs.** Business Associate shall bear all costs associated with the incident. This may include, but not be limited to, costs associated with notifying affected individuals. It also may include the cost of investigation, remediation, and assistance to individuals including services such as a standard level of credit-monitoring such as Debix's standard service or other comparable service available to Ohio agencies under state term schedules.
- 7. **Agency Indemnification.** Business Associate hereby indemnifies Agency and agrees to hold Agency harmless from and against any and all losses, expense, damage or injury that Agency may sustain as a result of, or arising out of, Business Associate, or its agent's or subcontractor's, unauthorized use or disclosure of PHI. This paragraph does not apply to any Business Associate that is a government agency or a political subdivision.
  - 8. **Subcontractor Obligations.** Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents. The Business Associate shall obtain Agency approval prior to entering into such agreements.
  - 9. **Access to PHI.** Business Associate shall make all PHI and related information maintained by Business Associate or its agents or subcontractors available as soon as practicable following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:
    - 9.1. **Inspection and Copying.** Make the PHI maintained by Business Associate or its agents or subcontractors in Designated Record Sets available to Agency for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.

- 9.2. **Accounting.** To account for disclosures of PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PHI in its possession available to Agency as soon as practicable following a request for PHI, but within fifteen (15) days, to fulfill Agency's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by Agency, incorporate any amendments or related statements into the information held by the Business Associate and any subcontractors or agents.
10. **Compliance and HHS Access.** The Business Associate shall make available to the Agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from the Agency, or created or received by the Business Associate on behalf of the Agency. Such access is for the purpose of determining the Agency's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the Business Associate knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Business Associate agrees that Agency has the right to immediately terminate this Agreement and seek relief, including the right to contract for replacement service through another entity at the same cost, with the Business Associate responsible for paying any difference in cost, if Agency determines that the Business Associate has violated a material term of the Agreement.
11. **Ownership and Destruction of Information.** The PHI and any related information created or received from or on behalf of Agency is and shall remain the property of the Agency. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information. Upon termination of this Agreement, Business Associate agrees, at the option of Agency, to return or securely destroy all PHI created or received from or on behalf of Agency following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate agrees to provide Agency with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and all copies of PHI is not feasible, the Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
12. **Termination.** Notwithstanding any term or condition in the Underlying Agreement, the Agency may terminate the Underlying Agreement if at any time it determines that the Business Associate has violated a material term of this Business Associate Agreement. In the alternative, the Agency may, at its sole discretion, take any action provided in the Underlying Agreement, may suspend the Agreement, or may allow Business Associate a reasonable period of time to cure before termination, when such action is determined to be in the Agency's best interest. Upon suspension of the agreement, the Agency may, at its sole discretion, require the Business Associate to comply with the requirements of the above Ownership and Destruction of Information paragraph, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the Underlying Agreement as they relate to performance of the Underlying Agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.
13. **Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
14. **Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, Agency retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.

15. **Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Agency and the Business Associate.
16. **Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated thereunder and HITECH. Any conflicts in the security and privacy terms and conditions of this agreement with those in the Underlying Agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties. This Agreement will be construed in accordance with the plain meaning of its language and neither for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.
17. **Notice.** For any notice under this Agreement to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Agreement.

IN WITNESS WHEREOF, the parties hereto agree to the foregoing,

For Summit County Department of Development Disabilities Services

\_\_\_\_\_  
 Representative

\_\_\_\_\_  
 Title

Date: \_\_\_\_\_

For Summit County Combined General Health District

  
 Donna Skoda, M.S., R.D., L.D.

\_\_\_\_\_  
 Health Commissioner

Date: 4/1/20

APPROVED AS TO FORM AND LEGAL CONTENT

  
 Assistant Prosecuting Attorney  
 Summit County, Ohio

## Summit County Board of Developmental Disabilities TOPIC SUMMARY REPORT

| <b>TOPIC</b>   | <b>ISSUE/CONCERN</b>   | <b>RECOMMENDATION</b>                  |
|--|--|--|
| Policy to incorporate Summit DD's obligations under the Families First Coronavirus Response Act (FFCRA)  | The FFCRA requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19 | Board approve Policy 2036 as presented |
| <b><i>SUPPORTING DATA FOR RECOMMENDATION</i></b>   |  |  |
| <p>The Families First Coronavirus Response Act (FFCRA) requires certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. These provisions will apply from April 1, 2020 through December 31, 2020.</p> <p>Policy 2036 incorporates the federal mandates under FFCRA by affording eligible employees up to ten (10) days of paid sick leave for qualifying reasons related to COVID-19. In addition, it expands eligibility for family and medical leave for qualifying reasons related to COVID-19 to employees who have been employed by Summit DD for at least thirty (30) days prior to their leave request.</p> <p>Eligible employees may use emergency paid sick leave before using any other accrued paid time off for the qualifying reasons stated in the policy. Employees on expanded FMLA leave under this policy may use emergency paid sick leave during the first ten (10) days of normally unpaid FMLA leave.</p> <p>Pursuant to the FFCRA, after the first ten (10) days, leave is paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Summit DD's policy as presented affords employees the option to utilize accrued paid vacation, personal or sick leave to cover up to one-third of what would otherwise be the employee's leave paid at two-thirds of the employee's regular rate of pay.</p> |  |  |

Submitted By: Lisa Kamlowksy For: \_\_\_\_\_ Superintendent/Assistant Superintendent  
 \_\_\_\_\_ Finance & Facilities Committee  
 \_\_\_\_\_ Services & Supports Committee  
 \_\_\_\_\_ HR/LR Committee

Date: 4/15/2020

## **2036 - FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)**

### **PURPOSE**

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This policy will be in effect from April 1, 2020, until December 31, 2020. Summit DD's existing FMLA Policy 2025 still applies to all other reasons for leave outside of this policy.

### **EXPANDED FMLA LEAVE**

#### **Employee Eligibility**

All employees who have been employed with Summit DD for at least 30 days.

#### **Reason for Leave**

Eligible employees who are unable to work (or telework) due to a need to care for their child when the school or place of care has been closed, or the regular childcare provider is unavailable due to a public health emergency with respect to COVID-19.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- under 18 years of age; or
- 18 years of age or older and incapable of self-care because of a mental or physical disability.

"Childcare provider" means a provider who receives compensation for providing childcare services on a regular basis, including:

- a center-based childcare provider
- a group home childcare provider
- a family childcare provider (one individual who provides childcare services for fewer than 24 hours per day, as the sole caregiver, and in a private residence)
- other licensed provider of childcare services for compensation
- a childcare provider that is 18 years of age or older who provides childcare services to children who are either the grandchild, great grandchild, sibling (if such provider lives in a separate residence), niece, or nephew of such provider, at the direction of the parent.

"School" means an elementary or secondary school.



## **2036 - FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS) *(continued)***

### **Duration of Leave**

Employees will have up to twelve (12) weeks of leave to use from April 1, 2020, through December 31, 2020, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

For example, if an employee has already taken six (6) weeks of FMLA leave, that employee would be eligible for another 6 weeks of FMLA leave under this policy.

### **Pay During Leave**

Employees may use any accrued paid vacation, sick or personal leave for the first ten (10) days. After the first ten (10) days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Employees may use any accrued paid vacation, sick or personal leave to cover the remaining one third of an employee's regular pay. Any unused portion of this pay will not carry over to the next year.

### **Employee Status and Benefits During Leave**

While an employee is on leave, Summit DD will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work. While on paid leave, Summit DD will continue to make payroll deductions to collect the employee's share of the premium. During any unpaid portions of leave, the employee must continue to make this payment per instructions from the HR Department. If the employee contributes to a life insurance or disability plan, Summit DD will continue making payroll deductions while the employee is on paid leave. During any portion of unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or Summit DD may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, Summit DD may discontinue coverage during the leave. If Summit DD maintains coverage, Summit DD may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

## **2036 - FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS) *(continued)***

### **Procedure for Requesting Leave**

All employees requesting FMLA leave must provide written notice, where possible, of the need for leave to the Director of Human Resources or designee as soon as practicable. Verbal notice will otherwise be accepted until written notice can be provided. Within five (5) business days after the employee has provided this notice, Human Resources will complete and provide the employee with any Department of Labor (DOL) required notices. The notice the employee provides should include a brief statement as to the reason for leave and, if possible, the expected duration. On a basis that does not discriminate against employees on FMLA leave, Summit DD may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **Employee Status After Leave**

Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. Summit DD may choose to exempt certain key employees from this requirement and not return them to the same or similar position when doing so will cause substantial and grievous economic injury to business operations. Key employees will be given written notice at the time FMLA leave is requested of his/her status as a key employee. Please contact the HR department with any questions.

### **EMERGENCY PAID SICK LEAVE**

#### **Eligibility**

All full and part-time employees unable to work (or telework) due to one of the following reasons for leave:

1. The employee is subject to a federal, state or local quarantine or isolation order related to COVID-19.
2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.
3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.
4. The employee is caring for an individual who is subject to either number 1 or 2 above.
5. The employee is caring for his or her child if the school or place of care of the child has been closed, or the childcare provider of such child is unavailable, due to COVID-19 precautions.

## **2036 - FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS) *(continued)***

### **Eligibility *(continued)***

6. The employee is experiencing any other substantially similar condition specified by the secretary of health and human services in consultation with the secretary of the treasury and the secretary of labor.

"Child" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is:

- (A) under 18 years of age; or
- (B) 18 years of age or older and incapable of self-care because of a mental or physical disability.

### **Amount of Paid Sick Leave**

All eligible full-time employees will have up to eighty (80) hours of paid sick leave available to use for the qualifying reasons above. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period.

### **Rate of Pay**

Paid emergency sick leave will be paid at the employee's regular rate of pay, for leave taken for reasons 1-3 above for the first ten (10) days. After the first ten (10) days, leave will be paid at two-thirds of an employee's regular rate of pay for the number of hours the employee would otherwise be scheduled to work. Employees may use any accrued paid vacation, sick or personal leave to cover the remaining one third of an employee's regular pay.

### **Interaction with Other Paid Leave**

The employee may use emergency paid sick leave under this policy before using any other accrued paid time off for the qualifying reasons stated above. Employees on expanded FMLA leave under this policy may use emergency paid sick leave during the first ten (10) days of normally unpaid FMLA leave.

### **Procedure for Requesting Emergency Paid Sick Leave**

Employees must notify the Human Resources Department of the need and specific reason for leave under this policy. A form will be provided to all employees on the Summit DD intranet and/or in a manner accessible to all.

## **2036 - FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS) *(continued)***

### **Procedure for Requesting Emergency Paid Sick Leave *(continued)***

Verbal notification will be accepted until practicable to provide written notice. Once emergency paid sick leave has begun, the employee and his/her manager must determine reasonable procedures for the employee to report periodically on the employee's status and intent to continue to receive paid sick time. Employees requiring Family Medical Leave Act (FMLA) after the ten (10) day emergency paid sick leave must contact the Director of Human Resources or designee.

### **Carryover**

Paid emergency sick leave under this policy will not be provided beyond December 31, 2020. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

### **Job Protections**

No employee who appropriately utilizes emergency paid sick leave under this policy will be discharged, disciplined or discriminated against for work time missed due to this leave.

Please contact the HR Department with any questions.

**SUMMIT COUNTY DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE THREE MONTHS ENDED MARCH 31, 2020 AND 2019**

|                                      | 3/31/2020             |                        |                      |                     | 3/31/2019             |                        |                      |                     | YTD %<br>BUDGET<br>REMAINING |
|--------------------------------------|-----------------------|------------------------|----------------------|---------------------|-----------------------|------------------------|----------------------|---------------------|------------------------------|
|                                      | 2020                  | 2020                   | YTD \$               | YTD %               | 2019                  | 2019                   | YTD \$               | YTD %               |                              |
|                                      | ANNUAL<br>BUDGET      | YTD<br>ACTUAL          | BUDGET<br>REMAINING  | BUDGET<br>REMAINING | ANNUAL<br>BUDGET      | YTD<br>ACTUAL          | BUDGET<br>REMAINING  | BUDGET<br>REMAINING |                              |
| <b>OPERATING REVENUE</b>             |                       |                        |                      |                     |                       |                        |                      |                     |                              |
| PROPERTY TAXES                       | \$ 51,959,267         | \$ -                   | \$ 51,959,267        | 100.0%              | \$ 51,941,268         | \$ -                   | \$ 51,941,268        | 100.0%              |                              |
| REIMBURSEMENTS                       | 10,262,948            | 1,770,397              | 8,492,551            | 82.7% <b>1</b>      | 13,462,254            | 1,805,935              | 11,656,319           | 86.6%               |                              |
| GRANTS                               | 1,290,062             | 300,890                | 989,172              | 76.7% <b>2</b>      | 1,523,329             | 295,346                | 1,227,983            | 80.6%               |                              |
| CONTRACT SERVICES                    | 20,000                | 3,207                  | 16,793               | 84.0%               | 120,000               | 4,715                  | 115,285              | 96.1%               |                              |
| REFUNDS                              | -                     | 1,476                  | (1,476)              | 0.0%                | -                     | 2,100                  | (2,100)              | 0.0%                |                              |
| OTHER RECEIPTS                       | 81,500                | 20,433                 | 61,067               | 74.9%               | 96,000                | 39,007                 | 56,993               | 59.4%               |                              |
| <b>TOTAL REVENUE</b>                 | <b>\$ 63,613,777</b>  | <b>\$ 2,096,403</b>    | <b>\$ 61,517,374</b> | <b>96.7%</b>        | <b>\$ 67,142,851</b>  | <b>\$ 2,147,103</b>    | <b>\$ 64,995,748</b> | <b>96.8%</b>        |                              |
| <b>OPERATING EXPENDITURES</b>        |                       |                        |                      |                     |                       |                        |                      |                     |                              |
| SALARIES                             | \$ 17,860,147         | \$ 3,878,329           | \$ 13,981,818        | 78.3%               | \$ 16,409,804         | \$ 3,958,067           | \$ 12,451,737        | 75.9%               |                              |
| EMPLOYEE BENEFITS                    | 7,598,570             | 1,401,604              | 6,196,966            | 81.6%               | 9,278,922             | 2,658,424              | 6,620,498            | 71.3%               |                              |
| SUPPLIES                             | 414,572               | 125,344                | 289,228              | 69.8%               | 431,423               | 115,828                | 315,595              | 73.2%               |                              |
| TRAVEL AND TRAINING                  | 344,264               | 90,319                 | 253,945              | 73.8%               | 297,700               | 77,601                 | 220,099              | 73.9%               |                              |
| DIRECT CONTRACT SERVICES             | 9,351,090             | 1,865,241              | 7,485,849            | 80.1% <b>3</b>      | 9,584,733             | 2,028,446              | 7,556,287            | 78.8%               |                              |
| INDIRECT CONTRACT SERVICES           | 1,858,035             | 455,317                | 1,402,718            | 75.5% <b>4</b>      | 1,850,835             | 420,860                | 1,429,975            | 77.3%               |                              |
| MEDICAID COSTS                       | 28,040,000            | 6,521,919              | 21,518,081           | 76.7% <b>5</b>      | 30,390,000            | 6,911,367              | 23,478,633           | 77.3%               |                              |
| UTILITIES                            | 562,000               | 108,801                | 453,199              | 80.6%               | 565,175               | 113,677                | 451,498              | 79.9%               |                              |
| RENTALS                              | 8,000                 | 999                    | 7,001                | 87.5%               | 8,000                 | 1,282                  | 6,718                | 84.0%               |                              |
| ADVERTISING                          | 131,000               | 39,173                 | 91,827               | 70.1%               | 145,000               | 27,773                 | 117,227              | 80.8%               |                              |
| OTHER EXPENSES                       | 324,580               | 107,462                | 217,118              | 66.9% <b>6</b>      | 311,817               | 119,311                | 192,506              | 61.7%               |                              |
| EQUIPMENT                            | 111,000               | 13,274                 | 97,726               | 88.0%               | 304,000               | 35,850                 | 268,150              | 88.2%               |                              |
| REAL PROPERTY IMPROVEMENT            | 200,000               | -                      | 200,000              | 100.0%              | 300,000               | 8,790                  | 291,210              | 97.1%               |                              |
| <b>TOTAL EXPENDITURES</b>            | <b>\$ 66,803,258</b>  | <b>\$ 14,607,782</b>   | <b>\$ 52,195,476</b> | <b>78.1%</b>        | <b>\$ 69,877,409</b>  | <b>\$ 16,477,276</b>   | <b>\$ 53,400,133</b> | <b>76.4%</b>        |                              |
| <b>NET REVENUES AND EXPENDITURES</b> | <b>\$ (3,189,481)</b> | <b>\$ (12,511,379)</b> |                      |                     | <b>\$ (2,734,558)</b> | <b>\$ (14,330,173)</b> |                      |                     |                              |
| <b>BEGINNING FUND BALANCE</b>        |                       | <b>BUDGET</b>          | <b>ACTUAL</b>        |                     |                       |                        |                      |                     |                              |
| PLUS: REVENUE                        | \$ 52,286,665         | \$ 52,286,665          | \$ 52,286,665        |                     |                       |                        |                      |                     |                              |
| LESS: EXPENDITURES                   | 63,613,777            | 2,096,403              | (14,607,782)         |                     |                       |                        |                      |                     |                              |
| <b>ENDING FUND BALANCE</b>           | <b>\$ 49,097,184</b>  | <b>\$ 39,775,286</b>   |                      |                     |                       |                        |                      |                     |                              |

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENT  
FOR THE MONTH ENDED MARCH 31, 2020**

(Rounded)

An evenly distributed monthly budget 8.3%  
Evenly distributed budget remaining for nine months 75.0%

**Revenue:**

**Current Month**

**1** Reimbursements: Medicaid Administrative Claims (MAC) quarterly reimbursement, \$ 338,700  
State fiscal year 2018 waiver match reconciliation. 317,500

The total amount of the reconciliation was \$1,919,145 of which \$1,601,675 was deposited into the Medicaid Reserve fund to be used to offset the increase in waiver match in future years relative to the DSP wage increases.

**2** Grants: Quarterly Title XX grant reimbursement. 42,200

**Expenditures:**

**3** Direct Contract Services: Incremental funding of the Family Engagement Program for individuals enrolled in the program, \$ 100,000  
Payment of the shared pool agreement with Summit County Family and Children First Council in support of services to assist children and families with multi-systems needs. 110,700

**4** Indirect Contract Services: Annual payment to Center for Marketing & Opinion Research (CMOR) for 2020 monthly satisfaction surveys, 31,700  
Licensing, maintenance and support contract renewals for the following applications:

Annual maintenance and support contract renewal with Advizex for storage area network hardware and software, 23,100  
Annual contract with Cornerstone OnDemand for HR management software that includes applicant tracking, employee performance and learning modules, 39,500  
Annual licensing fee for LastPass password management software with LogMein USA. 14,000

**5** Medicaid Costs: Payments to DODD for the following costs: 379,500  
Quarterly Medicaid waiver administrative fee, 6,142,500  
Quarterly Medicaid waiver match. 92,700

**6** Other Expenses: Ohio Association of County Boards (OACB) 2020 annual dues. 92,700

**Year to Date**

Property Taxes: Approximately 49% of the annual property tax collection is expected in March or April.

Employee Benefits:

January is a premium holiday month realizing a cost benefit of about \$370,000 based on December medical and dental costs. \$ (370,000)

Supplies:

Purchase of HP Elite touchscreen notebooks, docking stations and desktops to replace aging out devices that are included in the four year replacement cycle plan. 40,700

MINUTES – combined work session and regular meeting  
Thursday, February 27, 2020

## Summit County Developmental Disabilities Board

# MINUTES - DRAFT

Thursday, February 27, 2020  
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, February 27, 2020 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:31 p.m.

### BOARD MEMBERS PRESENT

Meghan Wilkinson, Board President  
Tom Quade, Vice President  
Tami Gaugler, Board Secretary  
Dave Dohnal

### BOARD MEMBER EXCUSED

Randy Briggs  
Allyson V. Lee  
Denise Ricks

### ALSO PRESENT

John J. Trunk, Superintendent  
Lisa Kamlowsky, Assistant Superintendent  
Holly Brugh, Director of SSA & Children's  
Service  
Mira Pozna, Director of Fiscal  
Russ DuPlain, Director of IT &  
Facilities

Joe Eck, Director of Labor Relations &  
Risk Management  
Billie Jo David, Director of MUI &  
Communications  
Drew Williams, Director of Community  
Supports & Development  
Maggi Albright, Recording Secretary  
and others

## I. JANUARY FINANCIAL STATEMENTS

January ended with a deficit of \$2,157,519 and a fund balance of \$50,129,146. Financial statements will continue to reflect deficit spending until the first property tax settlement is received, which is anticipated in March or April. January was a premium holiday for health insurance benefits, realizing a cost benefit of about \$370,000. Mrs. Wilkinson asked when the \$1.5 million dollars upfront costs will be recovered. Mr. Trunk replied costs will be recovered in four premium holidays, or two years. There have been two premium holidays so far and there are two more to get to the \$1.5 million dollars. Expenditures for the month included \$40,700 for new IT hardware, \$55,100 for annual licensing, maintenance and support of IT applications and \$13,300 for printing management software. The January Financial Statements have been recommended for approval by the February Finance & Facilities Committee.

The work session adjourned at 5:34 p.m.

MINUTES – combined work session and regular meeting  
Thursday, February 27, 2020

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:34 p.m.

### I. PUBLIC COMMENT

Shellie Blevins, a Summit DD employee, reminded everyone about the Special Olympics fundraiser basketball game between the Weaver Warriors and Summit DD staff. The game will take place on Saturday, March 14<sup>th</sup> at 6:00 p.m.

Leslie Frank, a parent and former Summit DD employee, mentioned she recently saw a commercial on TV featuring a lady with Downs Syndrome and that it is nice to see people with disabilities appearing in ads. Ms. Frank also expressed her appreciation that SSA staff are flexible relative to meeting locations. She congratulated Danyelle Conner on her recent contract renewal. Ms. Frank thanked the Superintendent and the Board for the good work being done.

### II. APPROVAL OF MINUTES

- A. JANUARY 23, 2020 (annual organizational meeting and combined work session and regular meeting)

#### RESOLUTION No. 20-02-01

Mrs. Gaugler moved that the Board approve the minutes of the January 23, 2020 annual organizational meeting and combined work session and regular meeting, as presented in attachment #3. The motion, seconded by Mr. Quade, was unanimously approved.

### III. BOARD ACTION ITEMS

- A. FINANCE & FACILITIES COMMITTEE

1. JANUARY 2020 FINANCIAL STATEMENTS

#### RESOLUTION No. 20-02-02

Mr. Quade moved that the Board approve the January 2020 Financial Statements, as presented in attachment #2. The motion, seconded by Mrs. Gaugler, was unanimously approved.



**BOARD MEETING** *(continued)*

## IV. SUPERINTENDENT'S REPORT

## A. SUPERINTENDENT'S STAFF RECOGNITION AWARD

The Superintendent's Staff Recognition Award is presented to Summit DD staff who really stand out for making a difference in the lives of people with disabilities. Superintendent Trunk presented the award to Randall Huber, Investigative Analyst. Randall has worked in the developmental disabilities field since 2005. He has worked in residential services and as a Service and Support Administrator (SSA) and an Investigative Agent (IA) in Stark County. Randall began working at Summit DD in 2010 as an IA and has been in a management position in the MUI Department for the past five years. Randall has trained hundreds of staff as well as over 300 local law enforcement and first responders throughout the county. This has created the opportunity for increased collaborative efforts. Captain Rich Paolucci, Summit County Sheriff's Training Bureau Commander, recently submitted a letter of recognition about the 30-week training that Randall provided along with Deputy Matt Petroc and Detective Joe Storad. Randall is also recognized as an expert in the field for analyzing data such as trends and patterns. Mr. Huber thanked the Superintendent for the award and commented that he is not doing this work alone; Deputy Petroc and Detective Storad have been a great help and he is excited to continue working with them to train additional law enforcement personnel. He thanked the Board for approving the contract with the Sheriff's office and noted this groundbreaking work could not happen without this collaborative effort. Mrs. Wilkinson thanked Randall for the great work he is doing and agreed that the Sheriff's contract is money well spent.

## B. MISCELLANEOUS UPDATES

Mr. Trunk stated that relative to the Board hiring an architect for the facilities renovation project, staff have been working with a local law firm that specializes in construction projects and a conflict in the law has been discovered. While boards have the authority under the Ohio Revised Code (ORC) to establish a relationship without going through the bidding process, there is an attorney general opinion that suggested additional steps may be needed. Mr. Trunk said staff are looking at the process and will continue to work with the law firm to ensure compliance. Mr. Quade commented that due diligence is the best insurance and it is the responsible thing to do.

DODD Director Davis visited Summit DD again recently and there were good discussions around the use of capital dollars for housing, which are mostly connected to single family homes. There is a need for flexibility around multi-unit housing and the Director has already assigned one of his staff to work with Summit DD staff on this issue.

MINUTES – combined work session and regular meeting  
Thursday, February 27, 2020

## **BOARD MEETING (continued)**

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

#### B. MISCELLANEOUS UPDATES (continued)

There was also discussion with the Director around managing the number of provider approvals. A group of superintendents met with the Director and he assigned his chief legal council to work together on the certification process.

Summit DD is continuing to provide information and guidance to stakeholders about the importance of participating in the 2020 Census process.

Mr. Trunk noted that Summit County has a very active Family and Children First Council (FCFC) and staff work with that group to explore additional strategies for working with multi-system youth.

Staff had a good meeting with the Executive Director of the ADM Board about continuing collaboration for adults who receive services from both agencies.

Mr. Trunk thanked Tom Quade for meeting with him and Dr. Mary Ann Devine of Kent State University (KSU) to discuss more inclusive opportunities for people with disabilities relative to health and fitness activities in the community. KSU is putting together a grant to break down physical, attitudinal and system barriers that exist.

Mr. Trunk reminded everyone that March is DD Awareness Month, which will be kicked off on March 2<sup>nd</sup> by encouraging all to wear orange for inclusion. The County Executive issued a proclamation declaring March 2<sup>nd</sup> DD Awareness Day in Summit County and she will present it at the Akron Zoo on March 2<sup>nd</sup>. The Akron Zoo and Summit DD have partnered and anyone wearing orange on March 2<sup>nd</sup> will receive free admission to the zoo. Staff will also have sensory areas and developmental screenings that day at the zoo. There are a variety of additional activities planned throughout the month, ending with Summit DD's Appreciation Breakfast on March 25<sup>th</sup>.

### V. PRESIDENT'S COMMENTS

Ms. Wilkinson thanked Russ DuPlain for the IT in-service stating that she learned a lot and appreciates the information. She also thanked Randall Huber for his service, the important trainings he is conducting and congratulated him on the award.

Mrs. Wilkinson mentioned that March 21<sup>st</sup> is World Down Syndrome Day. She also said that Lincoln Elementary School put out an all call to parents to welcome a new service dog to the school. The all call was made by a child who uses an augmented device. She said it's these types of little things that have a big impact and make a huge difference. Mrs. Wilkinson stated that Summit DD has amazing staff and she always looks forward to seeing what they will do next.

MINUTES – combined work session and regular meeting  
Thursday, February 27, 2020

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

### VI. EXECUTIVE SESSION

#### RESOLUTION No. 20-02-04

Mrs. Gaugler moved that the Board enter into Executive Session in compliance with Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (4) to discuss collective bargaining matters. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mr. Dohnal.

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

The regular session of the Board Meeting adjourned at 5:59 p.m.

The Board entered Executive Session at 6:05 p.m.

The Board Meeting reconvened at 6:15 p.m.

### VII. ADDITIONAL ACTION ITEM

#### A. WWSA LABOR CONTRACT

#### RESOLUTION No. 19-09-05

Mrs. Gaugler moved that the Board approve the Tentative Agreement dated February 20, 2020 between Summit DD and Weaver Workshop Support Administration for an agreement effective January 1, 2020 through December 31, 2022. The motion, seconded by Mr. Quade, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:17 p.m.

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Tami Gaugler, Secretary

## Summit County Developmental Disabilities Board

**MINUTES - DRAFT**Tuesday, March 17, 2020  
6:00 p.m.

The **emergency meeting** of the Summit County Developmental Disabilities Board was held on Tuesday, March 17, 2020 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **emergency meeting** convened at 6:02 p.m.

BOARD MEMBERS PRESENTMeghan Wilkinson, Board President  
Tom Quade, Vice-President  
Tami Gaugler, Secretary  
Dave Dohnal  
Allyson V. LeeBOARD MEMBERS EXCUSEDDenise Ricks  
Randy BriggsALSO PRESENTJohn J. Trunk, Superintendent  
Lisa Kamlowsky, Assistant Superintendent  
Russ DuPlain, Director of IT & FacilitiesJoe Eck, Director of Labor Relations &  
Risk Management

## I. CALL TO ORDER

Mrs. Wilkinson called the emergency Board Meeting to order and noted that the Board has two items of business tonight. Mr. Trunk thanked Board Members for rearranging their schedules at the last minute to participate in this important emergency Board meeting.

## II. AGENCY LIABILITY INSURANCE PACKAGE

Summit DD must maintain risk protection for Board operations and property. The current policy expires on March 31, 2020 and the request is for the Board to renew liability insurance for the period April 1, 2020 through March 31, 2021. The property and general liability, fleet/automobile liability, abuse and molestation, and umbrella liability insurance would be with Selective Insurance Company in an amount not to exceed \$59,674.

**BOARD MEETING** *(continued)*II. AGENCY LIABILITY INSURANCE PACKAGE *(continued)*

The Directors and officers and employment practices liability insurance would be with Selective Insurance Company in an amount not to exceed \$32,126. The cyber liability insurance would be with AIG, Inc. in an amount not to exceed \$10,550. The total liability insurance package would not exceed \$102,350, which represents a 5.13% increase over 2019 premiums. Mr. Eck explained that the increase is largely driven by industry and legal trends around more abuse and molestation claims and in some cases, states are eliminating statute of limitations; Summit DD policies have no direct relationship to this increase. Selective Insurance and AIG are both A (excellent) companies. Funds are available in the budget and the renewal of the liability insurance package has been recommended for approval by the March Finance & Facilities Committee.

**RESOLUTION**  
**No. 20-03-01**

Mrs. Lee moved that the Board authorize an expenditure in the amount of One Hundred Two Thousand Three Hundred Fifty Dollars (\$102,350) for comprehensive liability insurance coverage for the period April 1, 2020 through March 31, 2021, as outlined in attachment #1. The motion, seconded by Mr. Quade, was unanimously approved.

III. EMERGENCY READINESS AND PLANNING IN RESPONSE TO THE COVID-19  
OUTBREAK

Mr. Trunk advised that the Executive Leadership Team and staff have been working hard to develop strategic positioning for the Board as we navigate these uncharted waters of the pandemic. The Superintendent stated he is very proud of his team and staff for their creative efforts and strong leadership during this uncertain time. He commented he has been on daily conference calls with county officials coordinating efforts and developing plans. Summit DD has identified all of its staff as either essential or non-essential, and whether they can conduct business and complete their job responsibilities from home. All but about ten staff have been identified as essential employees since most staff provide supports or services in some way to individuals, families and providers so that people continue to get what they need without putting staff and others at risk. Russ DuPlain and the IT staff have done a great job in assisting staff to get set-up to work remotely. Billie Jo David and her team have also done a nice job of putting together communication strategies and issuing daily communications to staff. They have also been updating the Agency website regularly to keep the public informed. Drew Williams and his staff have done an unbelievable job supporting the provider network. Directors have put remote work procedures in place for staff. They connect regularly with managers.

**BOARD MEETING** *(continued)*III. EMERGENCY READINESS AND PLANNING IN RESPONSE TO THE COVID-19  
OUTBREAK *(continued)*

Managers are connecting regularly with their teams. It was suggested that county boards consider asking boards to pass a resolution to give superintendents additional authority to act under emergency circumstances. The Board reviewed a sample resolution and discussed working of such. Mrs. Lee noted that wording of the resolution is specific to COVID-19 and asked if it should be more universal to cover other emergency situations. Mr. Quade responded that he would feel more comfortable leaving the language specific to the COVID-19 pandemic. This resolution shifts some of the Board's responsibility to the Superintendent and when the emergency passes, the responsibility shifts back to the Board. Wording of this resolution can always be looked at if another emergency arises. Mrs. Lee replied this is a good point. Mr. Dohnal mentioned he wants the Superintendent to be able to do whatever is necessary to react appropriately in an emergency; he proposed adding a spending limit dollar amount. Ms. Wilkinson added that she is very comfortable with this amount. Board Members had more discussion around a spending limit and decided on \$100,000 for purposes of this emergency resolution. Mrs. Lee asked about adding language for the Superintendent to report to the Board relative to expenditures made under this emergency resolution. Mr. Trunk replied this is a good suggestion and language can be added. Mr. Quade suggested adding language into the resolution for Superintendent's designee in case the Superintendent becomes ill or gets quarantined. Ms. Kamlowsky stated that the Board has a policy in place that speaks to the Superintendent's designee having the authority to take action in the absence of the Superintendent. She asked that Board if they are comfortable with utilization of this Policy. Mr. Quade replied that he is; other Board Members agreed. Ms. Kamlowsky mentioned that the draft resolution sent to the Board has a few things that need to be modified. Item #1 has language around sanitization; this is for Boards that still provide direct services so it is not needed. Items #2 and #3 speak to reporting positive results. We have already directed staff in this regard. Item #5 was general in nature. This is where we can modify the language to include the Board's desire for the \$100,000 spending limit.

**RESOLUTION**  
**No. 20-03-02**

Mr. Dohnal moved that the Board authorize, in accordance with attachment #2, certain proactive measures deemed necessary to safeguard the health and well-being of Board employees, providers and individuals served by the Board in regard to the COVID-19 virus epidemic. The motion, seconded by Mrs. Gaugler, was unanimously approved.

There being no further business, the special Board Meeting adjourned at 6:52 p.m.

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Tami Gaugler, Secretary