

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

AGENDA

Thursday, September 24, 2020
VIA VIDEO CONFERENCE
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. SUMMIT COUNTY SHERIFF CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

No Action Items this month

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- II. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTRACT
- III. AUGUST FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. APPROVAL OF MINUTES
 - A. AUGUST 24, 2020 (combined Work Session/Regular Meeting)
- V. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL CONTRACT
 - 2. AUGUST FINANCIAL STATEMENTS
- VI. SUPERINTENDENT'S REPORT
 - A. MISCELLANEOUS UPDATES
- VII. PRESIDENT'S COMMENTS
- VIII. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
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 \$247,361.87 from January 1, 2021 through December 31, 2021.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Health & Welfare

Amount of Increase/Decrease: \$423

- The \$243,361.87 contract with the Summit County Sherriff'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 Sherriff'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.
- In 2019 there were 542 cases reviewed, 120 cases opened, 14 felony arrests, 26 misdemeanor arrests.
- 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. Will only be billed if events are held on Summit DD premisis.

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

Submitted By: Billie David

Date: 9/9/20

For: Superintendent/Assistant Superintendent
 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, 2021** and will terminate at midnight on **December 31, 2021** ("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

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: *\$243,361.87

*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 ASUMMIT DD

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

Year Salaries (per Deputy) Total Deputies
 (1/1/21 – 12/31/21)

2021 \$67.79 X 3,335.20 hours = \$ 226,093.21

2021 Vehicle (Annual)

(1/1/21 - 12/31/21)

\$25,183.00/3 (1/3 Shift) = \$8,394.33 per shift

\$8,394.33 shift X 2 Veh. = \$ 16,788.66

Dispatch (Annual) (waived) = \$ 0.00

Radios

\$240.00 X 2

= \$ 480.00

2021 **Total**

\$ 243,361.87/ 12 = \$20,280.16

Per month

Total: *\$243,361.87

*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
Contract with Summit County Family and Children First Council (FCFC), via Summit County Combined General Health District as Administrative Agent (SCHD), to provide high fidelity wraparound services to youth with intensive behavioral needs.	Through a collaborative grant proposal, the counties of Summit, Trumbull, Columbiana, Portage and Ashtabula were awarded \$179,000 to provide high fidelity wraparound services to youth with intensive needs. Summit DD is the applicant of the grant and requires Board approval of a subcontract with FCFC in the amount of \$75,000 to provide these services.	Approve a contract for \$75,000 with Summit County FCFC to provide high fidelity wraparound services to youth with intensive behavioral needs.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

Amount of Contract: \$75,000

Satisfaction: Summit DD has a high rate of satisfaction with FCFC.

The Counties of Summit, Trumbull, Columbiana, Portage and Ashtabula applied for a Strong Families Safe Communities grant through the Ohio Department of Mental Health and Addiction Services. This grant was funded for two years at the rate of \$179,000 per year. The 2nd grant period (FY21) is from 7/1/20-6/30/21.

Through this grant project each county will continue to provide High Fidelity Wraparound, respite, and peer support services to children and youth ages birth through 25 with intensive needs relating to intellectual/developmental disabilities and/or behavioral health. In Summit County this service is currently provided by a service coordinator hired by FCFC (via SCHD, Administrative Agent).

In addition, this grant also provides funding that covers the majority of the cost of rent and utilities at the crisis home for children currently located in Summit County.

Funds to cover this contract will be supported by grant funds.

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

Submitted By: Holly Brugh For: Superintendent/Assistant Superintendent
 X Finance & Facilities Committee
Date: September 2020 X Services & Supports Committee
 HR/LR Committee



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
Summit County Family and Children First Council**

This Contract, entered into by and between 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 Summit County Family and Children First Council (FCFC), through Summit County Combined General Health District (SCHD) acting as Administrative/Fiscal Agent, with its principal office located at 1867 Market St. Akron, OH 44313-6901, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Summit County Combined General Health District, on behalf of Summit County Family and Children First Council, for High Fidelity Wraparound Services.

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

I. JOINT OBLIGATIONS

- A. The parties to this Contract are subject to all terms and conditions of the Notice of Sub-Award between the Ohio Department of Mental Health and the Summit County Developmental Disabilities Board (hereafter referred to as "NOSA"). Said Award is attached hereto as Exhibit 1 and incorporated by this reference as if fully rewritten herein.

II. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Through selected joint home visits with the high fidelity wraparound Service Coordinator. In the event of an adverse finding, Summit DD will share the results of said finding with 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.

III. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor shall hire one new Wraparound Coordinator to provide high fidelity wraparound services to eligible families in Ashtabula County.

- 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 it takes or fails to take in the implementation of its 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 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 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 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 Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to 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 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 Contractor in performance of its duties under this contract. Summit DD shall be included as an

additional insured on Contractor's liability insurance coverage. Contractor shall provide Summit DD with a copy of 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 Summit DD upon demand.
- J. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- K. Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to Summit DD.
- L. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure or presentation.

IV. 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 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. 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 Contractor at any time during the normal business hours of Contractor.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed SEVENTY-FIVE THOUSAND DOLLARS AND 00/100 (\$75,000) and is limited to Summit DD'S 2020/2021 appropriation.
- B. Payment will be made monthly upon receipt of a detailed invoice.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from July 1, 2020 to June 30, 2021.
- B. This Contract may be terminated by either party at any time for cause or for no cause by providing 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 Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. 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 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: Summit County Combined General Health District
ATTENTION: Donna Skoda, Health Commissioner
1867 Market St.
Akron, Ohio 44313

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

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

SIGNATURES

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

SUMMIT COUNTY COMBINED GENERAL HEALTH DISTRICT

Signature

Print Name

Date

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

Signature

Print Name

Date

GERALD CRAIG, SCFCFC CHAIR

Signature

Print Name

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 this Contract, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of Summit DD or Chief Executive Officer of the Contractor 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 DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE EIGHT MONTHS ENDED AUGUST 31, 2020 AND 2019

	8/31/2020			8/31/2019		
	2020	2020	YTD %	2019	YTD \$	YTD %
	ANNUAL	YTD	BUDGET	ANNUAL	BUDGET	BUDGET
	BUDGET	ACTUAL	REMAINING	BUDGET	REMAINING	REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 53,434,163	\$ 27,081,595	\$ 26,352,568	\$ 51,941,268	\$ 26,456,823	\$ 25,484,445
REIMBURSEMENTS	10,262,948	4,435,927	5,827,021	13,462,254	7,168,157	6,294,097
GRANTS	1,290,062	1,068,643	221,419	1,523,329	928,852	594,477
CONTRACT SERVICES	20,000	3,207	16,793	120,000	24,659	95,341
REFUNDS	-	6,324	(6,324)	-	28,442	(28,442)
OTHER RECEIPTS	81,500	87,638	(6,138)	96,000	65,700	30,300
TOTAL REVENUE	\$ 65,088,673	\$ 32,683,334	\$ 32,405,339	\$ 67,142,851	\$ 34,672,633	\$ 32,470,218
OPERATING EXPENDITURES						
SALARIES	\$ 17,860,147	\$ 10,754,652	\$ 7,105,495	\$ 16,409,804	\$ 10,440,711	\$ 5,969,093
EMPLOYEE BENEFITS	7,598,570	3,612,644	3,985,926	9,278,922	5,600,264	3,678,658
SUPPLIES	414,572	325,891	88,681	431,423	222,077	209,346
TRAVEL AND TRAINING	344,264	123,022	221,242	297,700	203,094	94,606
DIRECT CONTRACT SERVICES	9,351,090	3,818,219	5,532,871	9,572,233	5,657,031	3,915,202
INDIRECT CONTRACT SERVICES	1,858,035	917,290	940,745	1,863,335	1,078,754	784,581
MEDICAID COSTS	28,040,000	17,882,788	10,157,212	30,390,000	21,512,078	8,877,922
UTILITIES	562,000	232,041	329,959	565,175	328,010	237,165
RENTALS	8,000	2,998	5,002	8,000	5,385	2,615
ADVERTISING	131,000	80,060	50,940	145,000	84,946	60,054
OTHER EXPENSES	324,580	262,595	61,985	311,817	280,812	31,005
EQUIPMENT	111,000	63,508	47,492	304,000	161,500	142,500
REAL PROPERTY IMPROVEMENT	200,000	7,138	192,862	300,000	16,290	283,710
TOTAL EXPENDITURES	\$ 66,803,258	\$ 38,082,846	\$ 28,720,412	\$ 69,877,409	\$ 45,590,952	\$ 24,286,457
NET REVENUES AND EXPENDITURES	\$ (1,714,585)	\$ (5,399,512)	\$ 28,720,412	\$ (2,734,558)	\$ (10,918,319)	\$ 34.8%
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 52,286,665	\$ 52,286,665				
LESS: EXPENDITURES	65,088,673	32,683,334				
ENDING FUND BALANCE	\$ 50,572,080	\$ 46,887,153				

Recommended for approval by the September
Finance & Facilities Committee

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

(Rounded)

An evenly distributed monthly budget

Evenly distributed budget remaining for eight months

8.3%
33.3%

<u>Revenue:</u>		<u>Current Month</u>	
1	Reimbursements:		\$
	Quarterly Medicaid Administrative Claims (MAC) reimbursement, Reconciliation of Targeted Case Management (TCM) claims submitted January 1 through June 30, 2020 for the 6.2% additional federal reimbursement.	373,800	
2	Grants:	189,300	
	Quarterly Title XX reimbursement,	84,000	
	Reimbursement of expenses associated with the Strong Families Safe Communities Grant.	73,100	
	This grant is a multi-county collaboration for wraparound, respite and peer support services to children and youth ages birth through 25 with intensive needs relating to intellectual/developmental disabilities and/or behavioral health.		
<u>Expenditures:</u>			
3	Supplies:	(65,400)	\$
4	Direct Contract Services:	50,000	
	County reclassification of COVID-19 costs.	(18,900)	
5	Indirect Contract Services:	(13,000)	
	County reclassification of COVID-19 costs.		
			<u>Year to Date</u>
	Employee Benefits:		\$
	Annual county chargeback for worker's compensation insurance in the amount of \$141,593 which is offset by a state refund of \$111,471.	30,100	
	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.	176,100	
	Other Expenses:	92,700	
	Ohio Association of County Boards (OACB) 2020 annual dues.		
	Payment to Wichert Insurance Company for the following insurance costs:		
	Cyber insurance with AIG-Illinois National Insurance,	10,600	
	Director and officers liability insurance with Selective Insurance Company,	32,100	
	Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.	59,700	
	Annual county chargeback for building insurance.	36,700	

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, August 24, 2020
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, August 24, 2020 via video conference. The **work session** convened at 5:34 p.m.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

John J. Trunk, Superintendent	Mira Pozna, Director of Fiscal
Lisa Kamlowsky, Assistant Superintendent	Holly Brugh, Director of SSA & Children's Services
Danyelle Conner, Director of HR	Billie Jo David, Director of MUI & Communications
Drew Williams, Director of Community Supports & Development	Maggi Albright, Recording Secretary
Russ DuPlain, Director of IT & Facilities	

I. 2021 SUMMIT DD BUDGET REQUEST

Summit DD's 2021 budget needs to be approved by the Board prior to submission to the Social Services Advisory Board (SSAB) and County Council. The 2021 budget request reflects a revenue decrease of 3.2% and a decrease in operating expenditures of 1.4% as compared to the 2020 approved budget, and projects deficit spending of approximately \$4.3 million dollars. The estimated decrease in revenue is due to a timing difference of cost report audit settlements offset by an increase in property tax collections and Part C (Help Me Grow) reimbursements. The increase in the 2021 salary budget includes an on average 3% wage increase for staff and the addition of seven new staff positions to meet increasing needs. Employee benefit costs budgeted for 2021 include a compounded annual increase of 6% for medical insurance, with no increase to dental insurance, and includes two premium holiday months which is offset by a decrease in estimated unemployment costs. An increase in the 2021 budgeted cost of supplies is largely due to COVID-19 related expenses for additional cleaning supplies and PPE.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

WORK SESSION *(continued)*

I. 2021 SUMMIT DD BUDGET REQUEST *(continued)*

The majority of the planned decrease in direct contract services is services funded with levy dollars, with the intention of refinancing eligible individuals to waivers. Medicaid costs are budgeted to decrease since there will be an increase in the federal state share. Medicaid used to pay .60 cents on the dollar with county boards paying .40 cents, now Medicaid will pay .70 cents and county boards will pay .30 cents; it is anticipated this new structure will continue through 2021 and possibly into 2022. The 2021 gifts and donations fund request is \$62,4921, the permanent improvement fund request is \$8,944,806 and the Medicaid reserve fund is \$2,914,247. The Medicaid reserve fund is for the direct support professionals (DSP) rate increase scheduled for January 2021 and will be used over the next few years. The budgeted operating fund balance at the end of 2020 is \$49,097,184, less projected 2021 deficit spending results in a projected fund balance of \$44,818,472 at the end of 2021. The 2021 budget request has been recommended for approval by the July Finance & Facilities Committee.

II. HASENSTAB ARCHITECT CONTRACT

The Board previously approved a facilities renovation project, per Resolution #19-12-03. An architect is needed in order to move forward with the design phase of the project. A request for quotes (RFQ) was initiated in April to select an architecture firm for the project, with 14 firms responding. After a review and scoring process to evaluate the 14 firms, Hasenstab was the firm that scored the highest. Summit DD contracted with Hasenstab in 2019 for a design concept study and fit test at the two locations and was pleased with the outcomes. Hasenstab's proposal includes interior design services, creation of construction documents and structural and civil engineering services. Funds are available in the budget and the Hasenstab contract has been recommended for approval by the July Finance & Facilities Committee.

III. AKRON CHILDREN'S HOSPITAL/HELP ME GROW CONTRACT

Early Intervention (Help Me Grow) is Ohio's system for serving children birth to age three who have or are suspected of having a developmental disability. Requirement components of the Part C Early Intervention grant include conducting developmental evaluations to identify delays in areas of adaptive, cognitive, communication, physical and social-emotional development; use of service coordinators to develop Individualized Family Service Plans (IFSP) to address needs of each child; and contract management. Each year the Ohio Department of Developmental Disabilities (DODD) receives Federal Part C Early Intervention (EI) dollars which are then allocated to each county's Family and Children First Council (FCFC). In Summit County, FCFC is housed at the Summit County Public Health Department. FCFC enters into a contract with Summit DD to oversee the contract management and service coordination portion of Part C EI services.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

WORK SESSION *(continued)*

III. AKRON CHILDREN'S HOSPITAL/HELP ME GROW CONTRACT *(continued)*

Summit DD subcontracts with Akron Children's Hospital (ACH) for these services. In addition to contract management and service coordination, an evaluation for eligibility takes place for each child referred. Summit DD employs four dually certified evaluators to conduct these evaluations. Due to limited Federal grant funds available to administer the Part C program, Summit DD contributes \$131,468 to the salary costs for the employees who perform the evaluations. In fiscal year 2020, additional funding was added to each county's allocation to support local outreach efforts and for the inclusion of two new eligibility categories: neonatal abstinence syndrome (NAS) and elevated blood lead levels (BLLs). The request is to enter into a one-year contract with ACH for the period July 1, 2020 through June 30, 2021, for the provision of contract management and service coordination, in an amount not to exceed \$890,617, which is an increase of \$39,309 over last year. ACH have met or exceeded all expectations as a service provider. In fiscal year 2020, 904 children were served. In fiscal year 2021, 988 children will be served. ACH will continue to absorb any salary increases for service coordinators it employs. ACH will also add an additional service coordinator due to caseload and number of children served. Funds are available in the budget and will be supported by grant funds and the contract has been recommended for approval by the July Finance & Facilities Committee.

IV. JULY FINANCIAL STATEMENTS

July ended in deficit spending of \$4,896,739 and a fund balance of \$47,389,926. Expenses for the month included \$31,100 for replacement of aging mobile devices and docking stations, \$24,600 in grant awards to providers, \$100,000 of incremental funding for the Family Engagement Program (FEP), \$320,800 for quarterly Medicaid waiver administrative fees and \$4,494,200 for quarterly Medicaid waiver match. July is the fourth premium holiday month for healthcare benefits since Summit DD joined the consortium. The accumulated cost savings to the Agency is approximately \$1.48M. The estimated time to recover the remaining amount of the \$1.58M reserve payment is less than one additional premium holiday month. Revenue in July is under budget due to a timing difference relative to the budgeted cost report audit settlement.

V. DIRECT SERVICE CONTRACT

The role of the Board's Ethics Committee is to review direct service contracts which result in payment from Summit DD for services to a member of the Board Member's family or to a Summit DD employee or family member of a Summit DD employee.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

WORK SESSION *(continued)*

V. DIRECT SERVICE CONTRACT *(continued)*

The Affidavit of Board employee Angelia Brinson, who is also self-employed as a certified provider of home and community-based waiver services and is providing shared living services to one individual was reviewed and found that conditions specified in Ohio Revised Code (ORC) 5123:033 have been met. Therefore, the July Ethics Committee recommends approval.

VI. AKRON ZOO LEVY ENDORSEMENT REQUEST

The Akron Zoo is an economic driver and asset in the Summit County community, supporting over 850 jobs and generating nearly \$8.00 of economic impact for every \$1.00 of public support. Since 2011, the Akron Zoo has added over a half a billion dollars to the Summit County economy. In November, the Akron Zoo is requesting a 0.8 mil renewal with a 0.4 mil increase for ten years to support programs, operations, animal habitats and services to the community. The levy would cost the owner of a \$100,000 home about \$2.92/month. Superintendent Trunk commented that the Akron Zoo has been a great partner collaborating with Summit DD staff on inclusive projects including the Akron Zoo hosting an event in early March to kick off DD Awareness Month by opening its doors to the entire community. The Superintendent recommends the Board approve endorsement of the Akron Zoo levy.

The work session adjourned at 5:56 p.m.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:56 p.m.

I. APPROVAL OF MINUTES

A. JULY 23, 2020 (combined work session and regular meeting)

RESOLUTION

No. 20-08-01

Mrs. Ricks moved that the Board approve the minutes of the July 23, 2020 combined work session and regular meeting, as presented in attachment #7. The motion, seconded by Mrs. Lee, was unanimously approved.

II. BOARD ACTION ITEMS

A. 2021 SUMMIT DD BUDGET

RESOLUTION

No. 20-08-02

Mr. Quade moved that the Board approve the Summit DD budget for calendar year 2021 in the amount of Sixty-Four Million One Hundred Forty Five Thousand Five Hundred Fourteen Dollars (\$64,145,514) for the Operating Fund, Sixty Two Thousand Four Hundred Ninety One Dollars (\$62,491) for the Gifts and Donations Fund, Eight Million Nine Hundred Forty Four Thousand Eight Hundred Six Dollars (\$8,944,806) for the Permanent Improvement Fund, Two Million Nine Hundred Fourteen Thousand Two Hundred Forty Seven Dollars (\$2,914,247) for the Medicaid Reserve Fund, and authorize positions of employment, as indicated in the HR/LR Staffing Report, as presented in attachment #1.

Be it further resolved that the Board approve up to Twenty-Four Million Three Hundred Thousand Dollars (\$24,300,000) of the 2021 budget to pay the non-federal share of Medicaid expenditures for services under Ohio Revised Code Sections 5126.059 and 5126.0510. The Board acknowledges that payment of the non-federal share represents an ongoing financial commitment of the Summit County Developmental Disabilities Board. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

BOARD MEETING *(continued)*

II. BOARD ACTION ITEMS *(continued)*

B. HASENSTAB ARCHITECT CONTRACT

RESOLUTION

No. 20-08-03

Mrs. Lee moved that whereas on December 19, 2019 the Board approved the facilities development plan for the Cuyahoga Falls and Barberton locations pursuant to Resolution #19-12-03; and

Whereas an award of a contract for architectural services is required to move forward with the design phase of the project;

Therefore be it resolved that the Board approve a contract with Hasenstab Architects for architectural services in an amount not to exceed Four Hundred Thousand Eight Hundred Dollars (\$400,800), as presented in attachment #2, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

C. AKRON CHILDREN'S HOSPITAL/HELP ME GROW CONTRACT

RESOLUTION

No. 20-08-04

Mr. Briggs moved that the Board approve a contract with Akron Children's Hospital for the period July 1, 2020 through June 30, 2021, for the provision of contract management and service coordination for Federal Part C Early Intervention Services, in an amount not to exceed Eight Hundred Ninety Thousand Six Hundred Seventeen Dollars (\$890,617), as presented in attachment #2, and that the Superintendent is authorized to sign said contract. The motion, seconded by Mrs. Lee, was unanimously approved.

D. JULY FINANCIAL STATEMENTS

RESOLUTION

No. 20-08-05

Mr. Dohnal moved that the Board approve the July financial statements, as presented in attachment #4. The motion, seconded by Mr. Briggs, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

BOARD MEETING *(continued)*

II. BOARD ACTION ITEMS *(continued)*

E. DIRECT SERVICE CONTRACT

RESOLUTION

No. 20-07-06

Mrs. Ricks moved that whereas the Board's Ethics Committee has reviewed the affidavit of Board employee Angelia Brinson and found that the conditions specified in Ohio Revised Code (ORC) 5126:033 have been met;

Therefore be it resolved that the Board adopt the recommendations of the Ethics Committee, as presented in attachment #5. The motion, seconded by Mrs. Gaugler, was unanimously approved.

F. ENDORSEMENT OF AKRON ZOO LEVY

RESOLUTION

No. 20-08-07

Mrs. Gaugler moved that whereas the Akron Zoo is an asset and economic driver in the community supporting over 850 jobs and adding over half a billion dollars to the Summit County economy; and

Whereas the Akron Zoo is seeking a renewal 0.8 mil of its existing Levy with a 0.4 mil increase for ten (10) years to support programs, operations, animal habitats and services to the community;

Resolved that the Summit County Developmental Disabilities Board does hereby endorse the Akron Zoo Levy appearing on the November 2020 ballot, and further authorizes the Superintendent to sign any documents necessary to communicate said endorsement. The motion, seconded by Mr. Briggs, was unanimously approved.

III. SUPERINTENDENT'S REPORT

A. MISCELLANEOUS UPDATES

Superintendent Trunk reported that staff continue to work remotely and he is confident work is getting done on time and that individuals and families are getting what they need. The building is now open three days per week so that staff can stop in and pick up supplies, etc. A few conference rooms have been set-up according to social distancing guidelines so they are available when face-to-face meetings are necessary. A second survey will be going out to staff in the next week or so. Staff have already expressed through the first survey that they like and appreciate working from home.

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

III. SUPERINTENDENT'S REPORT *(continued)*

A. MISCELLANEOUS UPDATES *(continued)*

Productivity continues to be at a high level with bills being processed and paid on time and work continues to flow seamlessly. The Executive Leadership Team (ELT) are having discussions about how and when staff may be able to return to work in the buildings. There has been outreach to individuals and families with supplies, PPE, information and games/activities. Staff are looking at ways to support families of school-age children who may be remote learning when school resumes in the fall. Holly Brugh and her team are working on a three-tier intervention which will be based on needs.

Approximately 53 individuals with COVID-19 symptoms have been tested, with 29 positive results; five of those individuals were hospitalized and released and there have been two deaths. COVID-19 related costs are being tracked and about \$160,000 in expenses has already been submitted to the County with recovery of approximately \$97,000 so far.

The Superintendent noted that providers have really stepped up during this crisis and continue to deliver quality services. Drew Williams and his staff are in constant contact with providers and have been supporting them through supplying PPE, financial grants, education and training. Summit DD is supportive of providers working on a slow and methodical restart of services to ensure proper protocols are in place and people are safe. The Superintendent thanked Summit DD's provider partners who are working in homes and are delivering amazing services in spite of all the barriers and health risks. Summit County is fortunate to have an incredible network of residential, employment and day service providers in the community that are relied on heavily.

MUIs are seeing a slight increase in peer to peer, which is not out of the ordinary with people spending so much time at home.

The Superintendent recorded a video message to families that will accompany a survey so that feedback can be collected relative to what families need and levels of satisfaction.

Superintendent Trunk announced the County Executive recommended to County Council and Council confirmed the reappointment of Meghan Wilkinson to another term on the Board which will be January 1, 2021 through December 31, 2024. Mr. Trunk thanked Ms. Wilkinson for her past service and willingness to continue serving on the Board. He also noted that Randy Briggs' term expires at the end of this year and he will be term-limited so it will be necessary to find a replacement. Mr. Briggs has brought tremendous value and leadership with his service on the Board and he will be difficult to replace.

MINUTES – combined work session and regular meeting
Thursday, August 24, 2020

BOARD MEETING *(continued)*

III. SUPERINTENDENT'S REPORT *(continued)*

A. MISCELLANEOUS UPDATES *(continued)*

Superintendent Trunk commented that the annual Summit DD golf outing was held on a much smaller scale this year and it was a big success. The weather was good and there were about 75 golfers. The event generated around \$11,000 in net revenue that will go toward the Levy PAC campaign fund. He thanked all the golfers, sponsors and volunteers for their participation in this year's abbreviated event.

Staff continue discussions with the County and the City of Tallmadge relative to future building and property use of the Howe Road complex. The Bath Center is being advertised and marketed but no sale so far. The tenants occupying the Southern Center are interested in a possible purchase. This tenant is currently in year three of a five-year lease and is offering close to the appraised value of the property, inclusive of what has been paid in lease payments.

IV. PRESIDENT'S COMMENTS

Ms. Wilkinson thanked the Superintendent for the updates and also Holly Brugh and her team for addressing issues facing families of school-age children. She noted remote learning can be stressful, and she appreciates staff focusing in this area so that families get the supports they need. Ms. Wilkinson also expressed appreciation for the report on the number of COVID-19 cases and commented that the numbers are relatively low compared to the large number of people the Board serves and the numerous staff interactions. Ms. Wilkinson thanked Randy Briggs for his service on the Board and for his many contributions and the leadership he has provided over the years. She stated it will be a big job to find a replacement for Mr. Briggs but she is confident the Superintendent will find the right person.

There being no further business, the Board Meeting adjourned at 6:23 p.m.

Tami Gaugler, Secretary