

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

AGENDA

Thursday, December 17, 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

- I. DISPOSITION OF HOWE ROAD CAMPUS AND BATH CENTER PROPERTIES
- II. SALE OF SOUTHERN CENTER PROPERTY
- III. 2021 SUMMIT DD ACTION PLAN
- IV. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE
- V. INDOOR AIR QUALITY CONSULTANTS CONTRACT
- VI. SUMMIT COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT
- VII. NORTHEAST OHIO NETWORK CONTRACT
- VIII. SUCCESS4KIDZ CONTRACT
- IX. GARDINER CONTRACT
- X. PRIMARY SOLUTIONS CONTRACT

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- XI. SUMMIT 2020 QUALITY OF LIFE PROJECT INTERGOVERNMENTAL AGREEMENT
- XII. NOVEMBER FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. APPROVAL OF MINUTES
 - A. NOVEMBER 19, 2020 (combined Work Session/Regular Meeting)
- V. BOARD ACTION ITEMS
 - A. FINANCE & FACILITIES COMMITTEE
 - 1. DISPOSITION OF HOWE ROAD CAMPUS AND BATH CENTER PROPERTIES
 - 2. SALE OF SOUTHERN CENTER PROPERTY
 - 3. 2021 SUMMIT DD ACTION PLAN
 - 4. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE AGREEMENT
 - 5. INDOOR AIR QUALITY CONSULTANTS CONTRACT
 - 6. SUMMIT COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT
 - 7. NORTHEAST OHIO NETWORK CONTRACT
 - 8. SUCCESS4KIDZ CONTRACT
 - 9. GARDINER CONTRACT
 - 10. PRIMARY SOLUTIONS CONTRACT
 - 11. SUMMIT 2020 QUALITY OF LIFE PROJECT INTERGOVERNMENTAL AGREEMENT
 - 12. NOVEMBER FINANCIAL STATEMENTS
- VI. SUPERINTENDENT’S REPORT
 - A. 2021 BOARD MEETING SCHEDULE
 - B. MISCELLANEOUS UPDATES
- VII. PRESIDENT’S COMMENTS
 - A. NOMINATING COMMITTEE
- VIII. EXECUTIVE SESSION
- IX. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Disposition of Howe Road Campus; Bath Center	Impact of Summit DD's relocation of its administrative operations out of Howe Road Campus	Board approve a Cooperative Agreement with Summit County and the City of Tallmadge and associated Compensation Agreements

SUPPORTING DATA FOR RECOMMENDATION

As a product of our facilities relocation plans, representatives from Summit DD, the City of Tallmadge and the County of Summit have been meeting over the past year to consider the best use(s) of the County-owned Summit DD parcels that will be vacated upon completion of the renovations at the Cuyahoga Falls and Barberton locations. The parties have come to agreements relative to the disposition of the parcels involved, the specifics of which are outlined in a Cooperative Agreement and associated Compensation Agreements, all of which the parties will seek approval from their respective Board(s)/Council(s) in November and December of 2020. The substance of the parties' agreements relative to Summit DD is as follows:

1. The Howe Road Campus, approx. 28 acres, consisting of the Tallmadge Center (old workshop), the current administrative offices (old school), and the transportation garage, will be split by the County into four (4) separate parcels:
 - a. Eastern Split – Transportation Garage (89-1/2 E. Howe Rd.; 6 acres)
 - b. Western Split – Tallmadge Center (630 North Ave.; 7 acres)
 - c. Ballfield Split – Baseball field (behind administration; 3 acres)
 - d. Central Split – Administration Building (12 acres)
2. The County will pay to Summit DD the total amount of \$1,350,000 to retain possession of the Eastern Split and the Western Split parcels. Compensation will be paid in (10) equal installments of \$135,000 and no interest, with the first payment being paid within (10) days of the execution of the Compensation Agreement, and the remaining (9) payments being paid annually by December 31st commencing on December 31, 2021 with the last payment on December 31, 2029.
3. The County intends to use the Eastern Split parcel for a public safety storage and operations facility (in which Summit DD has secured 4,000 sq ft of storage for future needs), and the Western Split parcel for a regional public safety dispatch and training center.
4. The County and the City of Tallmadge will enter into a real estate purchase agreement wherein the County will sell to the City the Central Split and Ballfield Split parcels (as well as an adjacent parcel owned by the County and leased to the City currently used as soccer fields) for the sum of \$1.00. Summit DD will not receive compensation for the Central Split or Ballfield Split parcels.

Submitted By: John Trunk
 For: _____ Superintendent/Assistant Superintendent
 X Finance & Facilities Committee
 _____ Services & Supports Committee
 _____ HR/LR Committee
Date: 11/9/2020

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

5. The City intends to use the Central Split parcel for the purpose of economic development and job creation, and the Ballfield Split parcel for recreation purposes for the residents of the City of Tallmadge.
6. Contemporaneous with the signing of the Cooperative Agreement, the County and Summit DD will execute a compensation agreement regarding the Bath Center campus, ensuring that the County will use reasonable measures to market the property through its economic development efforts in similar nature to other County-owned property, and that Summit DD shall receive all net proceeds from any sale for its sole use and benefit.
7. Summit DD must vacate the Central Split parcel no later than December 1, 2022.

Recommended for approval by the November Finance & Facilities Committee.

Submitted By: John Trunk

Date: 11/9/2020

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

COOPERATIVE AGREEMENT

among

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

and

COUNTY OF SUMMIT, OHIO

and

CITY OF TALLMADGE, OHIO

Dated as of
_____, 2020

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT is made and entered into as of _____, 2020 (“Effective Date”) by and among the SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD, a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code (the “DD Board”), the COUNTY OF SUMMIT, OHIO, an Ohio county duly organized and validly existing under the laws of the State and its Charter (the “County”), and the CITY OF TALLMADGE, OHIO, an Ohio municipal corporation duly organized and validly existing under the laws of the State and its Charter (the “City”), under the circumstances summarized in the following recitals (the capitalized terms not defined in the recitals being used therein as defined in Article I hereof):

Recitals:

- A. The County is the owner of certain real property located in the City and identified as Parcel Number 6009947 in the Summit County Records, and more commonly known as 89 E. Howe Road, Tallmadge, OH 44278 (“Howe Road Parcel”), consisting of approximately 28.57 acres, which has generally been used for the last several decades by the DD Board for various operations, including, but not limited to educational, training, administrative and maintenance operations for the benefit of the Summit County residents served by the DD Board. Attached and incorporated by reference as Exhibit A is a map depicting the Howe Road Parcel; and
- B. In accordance with its use of the Howe Road Parcel, the DD Board has invested substantial sums in the construction, operation and maintenance of certain improvements, structures and facilities thereon; and
- C. The County is also the owner of certain real property located in the City and identified as Parcel Number 6009948 in the Summit County Records, and more commonly known as 730 North Avenue, Tallmadge, OH 44278 (“North Avenue Parcel”), consisting of approximately 14.03 acres, which is currently leased to the City pursuant to a certain lease agreement between the County and City dated April 15, 2009, and which is used by the City as soccer fields for its youth residents. The North Avenue Parcel is also depicted on Exhibit A; and
- D. The County is also the owner of certain real property located in Bath Township and identified as Parcel Number 0403384 in the Summit County Records, and more commonly known as 340 N. Cleveland-Massillon Road, Akron, OH 44333 (“Bath Township Parcel”), consisting of approximately 7.92 acres, which was previously used as a facility by the DD Board to provide services to Summit County residents. Attached and incorporated by reference as Exhibit B is a map depicting the Bath Township Parcel; and
- E. Due to changes in federal law, the DD Board no longer provides direct services to the Summit County residents it serves, and, as a result, the DD Board no longer uses the Bath Township Parcel, will no longer need to utilize the facilities located on the Howe Road Parcel for its operations, and intends to relocate all operations currently remaining on the Howe Road Parcel to other facilities within the County; and

F. As a result of the DD Board intending to no longer utilize the Howe Road Parcel for its operations, the Cooperative Parties desire to lot split the Howe Road Parcel into four separate parcels, all of which are depicted on Exhibit C attached and incorporated by reference and described as follows:

(i) the easternmost approximately ___ acres, consisting of a vehicle maintenance facility building, associated parking lot and drives, a portion of the driveway that provides access to the Summit County Fairgrounds, a parking lot located to the east of the aforementioned driveway, a stormwater drainage basin/retention pond that services the Howe Road Parcel, various other improvements and land (“Eastern Split Parcel”),

(ii) the westernmost approximately ___ acres, consisting of a former vocational workshop building, associated parking lot and drives, various other improvements and land (“Western Split Parcel”), and

(iii) approximately ___ acres consisting of a baseball field, associated parking lot and drive, and land (“Ballfield Split Parcel”); and

(iv) the remaining ___ acres, situated in the center of the Howe Road Parcel between the Eastern Split Parcel and the Western Split Parcel, and consisting of the building currently used for the DD Board administrative operations, and formerly for the DD Board’s educational operations, associated parking lots and drives, various other improvements and land (“Central Split Parcel”); and

G. Following the lot split of the Howe Road Parcel into the Eastern Split Parcel, Western Split Parcel, Ballfield Split Parcel and Central Split Parcel, the Cooperative Parties desire to undertake the following transactions:

(i) the County and DD Board will enter into an agreement whereby the County will retain possession of the Western Split Parcel and Eastern Split Parcel , and in exchange for the same, the County will pay as compensation to the DD Board the total amount for both parcels the sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) as set forth herein,

(ii) the County and DD Board will enter into an agreement whereby the County will agree to sell the Bath Township Parcel to a viable third party, through appropriate means authorized by the Codified Ordinances of the County, with the net proceeds of such sale being paid by the County to the DD Board as further set forth herein,

(iii) the County will enter into a real estate purchase agreement with the City to sell to the City the Central Split Parcel, the Ballfield Split Parcel and the North Avenue Parcel for the total sum of One Dollar (\$1.00) for all three parcels, which sale will close within thirty (30) days following the DD Board’s vacation of the Central Split Parcel,

(iv) the DD Board will receive no compensation for the Central Split Parcel, the Ballfield Split Parcel or the North Avenue Parcel.

H. Following the aforementioned transactions, it is the intention of the County to utilize the Eastern Split Parcel for a public safety storage and operations facility and to utilize the Western Split Parcel for a regional public safety dispatch and training center; and

I. It is the City's intention to use the Central Split Parcel for the purpose of economic development and job creation, and it is the City's intention to use the Ballfield Split Parcel and North Avenue Parcel for recreational purposes for its residents; and

J. The Cooperative Parties further desire and intend to undertake the transactions described in this Cooperative Agreement, subject to the terms and conditions of this Cooperative Agreement. The Cooperative Parties believe that the undertakings of each contemplated by this Agreement will support governmental functions, enhance and promote the public health, safety and welfare, and promote and support development in City and the County, and each of the Cooperative Parties has full right and lawful authority to enter into this Agreement and to perform and observe the provisions hereof on its respective part to be performed and observed.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of this Agreement, the Cooperative Parties agree as follows:

ARTICLE I

Definitions

Section 1.1 Use of Defined Terms. In addition to the words and terms defined elsewhere in this Agreement or by reference to another document, the words and terms set forth in Section 1.2 hereof shall have the meanings set forth therein unless the context or use clearly indicates another meaning or intent. Such definitions shall be equally applicable to both the singular and plural forms of any of the words and terms defined therein.

Section 1.2 Definitions. As used herein:

“Agreement” or “Cooperative Agreement” means this Cooperative Agreement as amended and supplemented from time to time.

“Cooperative Parties” means, collectively, the DD Board, the County and the City.

“Legislative Authority” means, (i) as to the City, the Council of the City; and (ii) as to the County, the Council of the County.

“Notice Address” means:

as to the DD Board:

Summit County Board of
Developmental Disabilities
89 E. Howe Ave.
Tallmadge, OH 44278
Attn: John Trunk, Superintendent

with a copy to:

Summit County Board of
Developmental Disabilities
89 E. Howe Ave.
Tallmadge, OH 44278
Attn: Lisa Kamlowky, Asst. Superintendent

as to the County:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Ilene Shapiro, County Executive

with a copy to:

County of Summit, Ohio
Ohio Building, 8th Floor
175 South Main Street
Akron, Ohio 44308
Attn: Deborah S. Matz, Director of Law and
Risk Management

as to the City:

City of Tallmadge
46 North Avenue
Tallmadge, OH 44278
Attn: David G. Kline, Mayor

with a copy to:

City of Tallmadge
46 North Avenue
Tallmadge, OH 44278
Attn: Megan Raber, Law Director

or such additional or different address, notice of which is given under Section 4.1 of this Agreement.

“Person” or words importing persons means firms, associations, partnerships (including without limitation general and limited partnerships), limited liability companies, joint ventures, societies, estates, trusts, corporations, public or other governmental bodies, other legal entities and natural persons.

“State” means State of Ohio.

Section 1.3 Interpretation. Any reference herein to the DD Board, the County, the City, or to a Legislative Authority or to any member or officer of the same includes entities or officials succeeding to their respective functions, duties or responsibilities pursuant to or by operation of law or lawfully performing their functions.

Any reference to a section or provision of the Constitution of the State, or to a section, provision or chapter of the Ohio Revised Code or any other legislation or to any statute of the United States of America, includes that section, provision or chapter as amended, modified, revised, supplemented or superseded from time to time; provided, that no amendment, modification, revision, supplement or superseding section, provision or chapter shall be applicable solely by reason of this provision, if it constitutes in any way an impairment of the rights or obligations of the Cooperative Parties under this Agreement.

Unless the context indicates otherwise, words importing the singular number include the plural number and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to this Agreement; and the term “hereafter” means after, and the term “heretofore” means before, the date of this Agreement. Words of any gender include the correlative words of the other genders, unless the sense indicates otherwise.

Section 1.4 Captions and Headings. The captions and headings in this Agreement are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Articles, Sections, subsections, paragraphs, subparagraphs or clauses hereof.

(End of Article I)

ARTICLE II

Representations and Covenants

Section 2.1 Representations of the DD Board. The DD Board represents that: (a) it is a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the DD Board, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the DD Board is a party or by which it is bound which would have an adverse effect on the DD Board's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) the DD Board has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the DD Board, will constitute the legal, valid and binding obligations of the DD Board, enforceable against it in accordance with the respective terms thereof.

Section 2.2 Representations of the County. The County represents that: (a) it is a county duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the County, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound which would have an adverse effect on the County's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the County, will constitute the legal, valid and binding obligations of the County, enforceable against it in accordance with the respective terms thereof.

Section 2.3 Representations of the City. The City represents that: (a) it is a municipal corporation duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Agreement; (c) the execution, delivery and performance of this Agreement does not and will not violate or conflict with any provision of law applicable to the City, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the City is a party or by which it is bound which would have an adverse effect on the City's ability to perform its obligations under this Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Agreement; and (e) this Agreement, when executed and delivered by the City, will constitute the legal, valid and binding obligations of the City, enforceable against it in accordance with the respective terms thereof.

(End of Article II)

ARTICLE III

Cooperative Arrangements

Section 3.1 Cooperative Arrangements. For the reasons set forth in the Recitals to this Agreement, the Cooperative Parties have determined to cooperate with one another in accordance with the terms of this Agreement.

Section 3.2 Split of Howe Road Parcel. Upon the execution of this Agreement, the County, at its sole cost and expense, shall undertake to effectuate a lot split of the Howe Road Parcel into the Eastern Split Parcel, Western Split Parcel, Ballfield Split Parcel and Central Split Parcel, consistent with the map attached hereto as Exhibit C, which shall include, but not be limited to, (i) contracting the services of a licensed surveyor to survey the Howe Road Parcel and prepare necessary documents, including all necessary legal descriptions, surveys and plats, (ii) preparing any deeds necessary to effectuate the splits, (iii) submitting the plats and any other necessary documents to the City for approval consistent with the City's applicable planning and zoning ordinances, (iv) following approval of the City, recording the surveys, plats and deeds necessary to effectuate the lot splits with the Summit County Fiscal Officer. The DD Board and the City shall cooperate with the County's obligation to undertake the lot split of the Howe Road Parcel, including the City using its best efforts to duly authorize the same pursuant to its planning and zoning ordinances.

Section 3.3 Agreement for Compensation Regarding the Bath Township Parcel. Contemporaneous with the execution of this Cooperative Agreement, the County and DD Board shall execute and deliver to each other an agreement for compensation regarding the Bath Township Parcel in the form attached hereto as Exhibit D, ("Agreement for Compensation – Bath"). In accordance with the terms and conditions set forth in the Agreement for Compensation—Bath: (i) the DD Board shall acknowledge and agree that the County is the owner of the Bath Township Parcel, which is the land and the improvements located thereon, which includes the structures, fixtures, equipment, HVAC, plumbing, electrical, alarm, sprinkler system and landscaping; (ii) the County shall acknowledge that the DD Board has constructed and maintained, at its sole cost and expense, certain improvements to the Bath Township Parcel; (iii) as consideration for the improvements that the DD Board has constructed and maintained on the Bath Township Parcel, the County shall agree to sell the Bath Township Parcel, (iv) the County shall list the same for sale with a commercial real estate broker at all times until such sale or until the DD Board and the County reach an alternative agreement regarding disposition of the property, and (v) the County shall deduct from the sale proceeds any transaction costs incurred by the County including but not limited to broker commissions, any unpaid liens, encumbrances and closing costs including but not limited to title commitment, title insurance policy, escrow fees, conveyance fees, transfer taxes, prorated real estate taxes, assessments and utilities ("Net Proceeds"). The parties shall pay their own legal fees; and (vi) the County shall deposit, within 30 days of receipt, the Net Proceeds into an account for the sole use and benefit of the DD Board, provided, that, pursuant to Ohio law, such net proceeds shall be used by the DD Board to fund permanent improvements used by the DD Board.

Pursuant to the Agreement for Compensation – Bath, the DD Board will retain possession of the Bath Township Property and shall continue to remain obligated for the ongoing maintenance,

repair and operation of the same including all costs until the date of deed transfer. The DD Board shall cooperate fully with the sale and not disturb, interfere nor prohibit entrance for sale showings and inspections of the Bath Township Parcel.

The terms of the Agreement for Compensation – Bath shall supersede and void any prior agreement or memorandum of understanding between the County and the DD board regarding the possession or use by either the County or the DD Board of the Bath Township Parcel and the improvements thereon.

Section 3.4 Agreement for Compensation Regarding the Western Split Parcel and Eastern Split Parcel. Within thirty (30) days following the recording of the plat for the lot split of the Howe Road Parcel into the Eastern Split Parcel, Western Split Parcel, Ballfield Split parcel and Central Split Parcel, as set forth in Section 3.2 of this Agreement, the County and DD Board shall execute and deliver to each other an agreement for compensation in the form attached hereto as Exhibit E, (“Agreement for Compensation – Western & Eastern”). In accordance with the terms and conditions set forth in the Agreement for Compensation—Western & Eastern: (i) the DD Board shall acknowledge and agree that the County is the owner of the Western Split Parcel and Eastern Split Parcel, which is the land and the improvements located thereon, which includes the structures, fixtures, equipment, HVAC, plumbing, electrical, alarm, sprinkler system and landscaping; (ii) the County shall acknowledge that the DD Board has constructed and maintained, at its sole cost and expense, certain improvements to the Western Split Parcel and Eastern Split Parcel; (iii) as consideration for the improvements that the DD Board has constructed and maintained on the Western Split Parcel and Eastern Split Parcel, the County shall pay as compensation to the DD Board the total amount for both parcels the sum of One Million Three Hundred Fifty Thousand Dollars (\$1,350,000) (“Split Parcels Compensation Price”); and (iv) the Split Parcels Compensation Price shall be paid by interfund transfer in the County’s financial accounting system in ten (10) equal annual installments of One Hundred Thirty-five Thousand Dollars (\$135,000) and no interest, with the first payment being paid within ten (10) days of the execution of the Agreement for Compensation – Western & Eastern, and the remaining nine payments being paid annually by December 31st commencing on December 31, 2021 and the last payment on December 31, 2029.

Pursuant to the Agreement for Compensation – Western & Eastern, effective as of the date of the first payment of \$135,000.00 of the Split Parcels Compensation Price, the County will assume exclusive possession of the Western Split Parcel and Eastern Split Parcel, in As-Is condition, and shall assume the ongoing maintenance, repair and operation of the same.

The terms of the Agreement for Compensation – Western & Eastern shall supersede and void any prior agreement or memorandum of understanding between the County and the DD Board regarding the possession or use by either the County or the DD Board of the Western Split Parcel and Eastern Split Parcel, and the improvements thereon.

Section 3.5 Easement for Drainage onto Eastern Split Parcel. Concurrently with the execution of the Agreement for Compensation – Western & Eastern and the Agreement for Compensation – Bath, the County shall execute and record with the Summit County Fiscal Officer a drainage easement (“Drainage Easement”) encumbering the Eastern Split Parcel wherein the County grants to itself, as the owner of the Western Split Parcel, the Ballfield Parcel, and the

Central Split Parcel, and all successors in interest thereto, a non-exclusive right to discharge storm and surface water into the stormwater drainage basin/retention pond located on the Eastern Split Parcel. The Drainage Easement shall give the County, and its successors in interest, as the owners of the Eastern Split Parcel, the obligation to maintain, repair and keep clear as reasonable and necessary, said stormwater basin/retention pond. The Drainage Easement shall further give the County, and its successors in interest, as the owner of the Central Split Parcel, the Ballfield Parcel, and the Western Split Parcel, the obligation to discharge only surface water and/or storm water that naturally accumulates, runs through or runs onto the Central Split Parcel, the Ballfield Parcel, and the Western Split Parcel into the stormwater drainage basin/retention pond located on the Eastern Split Parcel. The Drainage Easement shall be in a form that is acceptable to the County and the City, which shall be evidenced in writing prior to the recording of the same. The County shall survey, at its sole cost and expense, the stormwater drainage facility/retention pond and shall set forth in the Drainage Easement the legal description of the area where the stormwater drainage facility/retention pond is located. The County shall bear all other costs in preparing and recording the Drainage Easement.

Section 3.6 Purchase of the Central Split Parcel the Ballfield Split Parcel, and the North Avenue Parcel. Within thirty (30) days following the recording of the plat for the lot split of the Howe Road Parcel into the Eastern Split Parcel, Western Split Parcel, Ballfield Split Parcel and Central Split Parcel, as set forth in Section 3.2 of this Agreement, the County and City shall execute and deliver to each other a real estate purchase agreement in the form attached hereto as Exhibit F, ("Purchase Agreement") whereby the County shall sell to the City the Central Split Parcel, Ballfield Split Parcel and North Avenue Parcel for the total sum of One Dollar (\$1.00) for all three parcels. As further provided in the Purchase Agreement, following the expiration of any inspection and title examination periods, and the release of any associated contingencies, the County will execute and deliver to the escrow agent identified therein a Quit-Claim Deed transferring the Central Split Parcel, Ballfield Split Parcel and North Avenue Parcel to the City. Said escrow agent shall hold said Quit-Claim Deed in escrow until the earlier of (i) December 31, 2022, or (ii) the vacation, by the DD Board, of the Central Split Parcel. In the event that the DD Board vacates the Central Split Parcel prior to December 1, 2022, then the County shall notify the escrow agent, within thirty (30) days of said vacation, to file said Quit-Claim Deed with the Summit County Fiscal Officer, otherwise, the Quit-Claim Deed shall be filed on December 31, 2022. The Purchase Agreement shall provide the City with the right, during an inspection period, to enter upon the Central Split Parcel, Ballfield Split Parcel and North Avenue Parcel and conduct any necessary inspections thereon, but shall repair and pay for any damage made during the inspection and release the County and DD Board from any arising claims or liabilities. The Purchase Agreement shall require the City to pay all costs, fees and expenses related to the purchase of the sale of the Central Split Parcel, Ballfield Split Parcel and North Avenue Parcel, including, but not limited to title examination fees, title insurance, escrow fees, recording fees, conveyance fees and taxes, and its own attorney fees, and excluding therefrom the attorney fees of the County and DD Board. Assessments, taxes and utilities, if any, shall be prorated as of the date of the closing of the sale. Further terms and conditions of both the Purchase Agreement shall be set forth in the attached Exhibit E.

Section 3.7 Storage Provided by County to DD Board. As additional consideration for the transactions contemplated herein, the County shall enter into a lease agreement to provide the DD Board at least 4,000 square feet of storage space in the vehicle maintenance facility building

located on the Eastern Split Parcel. The lease agreement shall be consistent with leases entered into by the County and other governmental and non-profit entities, which shall include, at a minimum, rent of no more than One Dollar (\$1) per year and no additional rent for utilities, taxes, insurance or maintenance. Said lease agreement shall be for a period of no less than 20 years, and shall further contain a provision requiring the County to provide comparable space at the same financial terms and conditions during that 20-year term in the event the County elects to no longer provide space within the vehicle maintenance facility building on the Eastern Split Parcel to the DD Board.

Section 3.8 Environmental Matters. To the best of its knowledge, the DD Board represents and warrants that the Howe Road Parcel, and the Bath Township Parcel (collectively the “Properties”) are not in violation of any environmental laws and the DD Board has no knowledge of (i) the presence on or about the Properties of any hazardous materials, other than the possible existence of asbestos within building materials generally consistent with the type and nature of building materials and buildings of similar vintage; (ii) any release or threatened release of any hazardous materials on or affecting the Properties; or (iii) the existence of any underground storage tanks on or about the Properties. The DD Board has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of hazardous materials on the Properties. The City and DD Board acknowledge receipt from the County of the Phase I Environmental Site Assessment prepared by HZW Environmental, dated May 13, 2020, for the property located at 630 North Avenue, Tallmadge, which is part of Parcel Number 6009947, together with subsequent PCB testing conducted at the former site of two former transformers (the latter found no instances of environmental hazards). The City may obtain an environmental Phase I, environmental Phase II or asbestos abatement for the Ballfield Split Property, the Central Split Parcel and North Avenue Parcel at its sole cost as further provided in the real estate purchase agreements. The City shall agree to release the County and DD Board for any liabilities and financial obligations in any action or proceeding pertaining to the condition of the Ballfield Split Property, the Central Split Parcel and the North Avenue Parcel including the existence of hazardous substances in violation of any environmental laws. Following any sale of the Bath Township Parcel, in the event that any proceedings, liabilities or financial obligations arise pertaining to the condition of the Bath Township Parcel, including the existence of hazardous substances in violation of any environmental laws, the County and DD Board will use their best efforts to resolve amongst each other the cost of the same.

Section 3.9 Consideration. In consideration for the compensation provided by the County under the Agreement for Compensation – Western & Eastern, and the receipt of the compensation under the Agreement for Compensation –Bath, the DD Board agrees to abandon, forfeit and terminate its real property interests including any and all rights of any kind in law and/or in equity the DD Board may have in the Howe Road Parcel, and the Bath Township Parcel, respectively, as of the date of the receipt of such compensation.

(End of Article III)

ARTICLE IV

Miscellaneous

Section 4.1 Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. A duplicate copy of each notice, certificate, request or other communication given hereunder to any Cooperative Party shall also be given to the other Cooperative Parties. The Cooperative Parties, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Agreement shall be given in such other manner as in the judgment of the Cooperative Party shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

Section 4.2 Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the Cooperative Parties contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the DD Board, the City, the County or their respective Legislative Authorities, in other than its official capacity, and neither the members of any board or Legislative Authorities nor any official executing this Agreement shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the DD Board, the City or the County contained in this Agreement.

Section 4.3 Binding Effect. This Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon the Cooperative Parties and their respective permitted successors and assigns. This Agreement may be enforced only by the Cooperative Parties, their assignees and others who may, by law, stand in their respective places.

Section 4.4 Amendments and Supplements. Except as otherwise expressly provided in this Agreement, no provision of this Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all of the Cooperative Parties.

Section 4.5 Execution Counterparts/PDF. This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Agreement.

Section 4.6 Severability. If any provision of this Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

Section 4.7 Limitation of Rights. With the exception of rights conferred expressly in this Agreement, nothing expressed or mentioned in or to be implied from this Agreement is intended or shall be construed to give to any Person other than the Cooperative Parties any legal or equitable right, remedy, power or claim under or with respect to this Agreement or any covenants, agreements, conditions and provisions contained herein. This Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the Cooperative Parties, as provided herein.

Section 4.8 Governing Law. This Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be instituted in a State court sitting in the County.

Section 4.9 Entire Agreement. This Cooperative Agreement, and the agreements contemplated herein, constitute the entire agreement between the parties and supersedes all prior understandings or agreements regarding the Howe Road Parcel, the North Avenue Parcel and the Bath Township Parcel. There are no conditions or inducements relied upon by the parties prior to the execution of this Compensation Agreement.

Section 4.10 Time is of the Essence. All of the following shall have been completed and fully executed in accordance with the dates set forth herein and no later than March 31, 2021 otherwise this Cooperative Agreement shall terminate and the parties shall have no obligations to each other except for damage claims related to inspections shall survive the termination of this Cooperative Agreement.

(End of Article IV)

[Signature Page on Next Page]

IN WITNESS WHEREOF, the Cooperative Parties have caused this Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**SUMMIT COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

By: _____
John Trunk, Superintendent

Approved as to form and correctness:

Lisa Kamlowky, Assistant Superintendent

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director of Department
of Law, and Risk Management

CITY OF TALLMADGE

By: _____
David G. Kline, Mayor

Approved as to form and correctness:

Megan Raber, Director of Law

FISCAL OFFICER'S CERTIFICATE
CITY OF TALLMADGE, OHIO

The undersigned, Finance Director of the City of Tallmadge, Ohio, hereby certifies that the moneys required to meet the obligations of the City during the year 2020 under the Agreement have been lawfully appropriated by the Legislative Authority of the City for such purposes and are in the treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Finance Director
City of Tallmadge, Ohio

Dated: August __, 2020

FISCAL OFFICER'S CERTIFICATE
COUNTY OF SUMMIT, OHIO

The undersigned, Fiscal Officer of the County of Summit, Ohio, hereby certifies that the moneys required to meet the obligations of the County during the year 2020 under the Agreement have been lawfully appropriated by the Legislative Authority of the County for such purposes and are in the treasury of the County or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Fiscal Officer
County of Summit, Ohio

Dated: August ___, 2020

AGREEMENT FOR COMPENSATION

This Agreement for Compensation (“Compensation Agreement”) is made and entered into as of August __, 2020 (“Effective Date”) by and among the SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD, a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code (the “DD Board”) and the COUNTY OF SUMMIT, OHIO, an Ohio county duly organized and validly existing under the laws of the State and its Charter (the “County”). Capitalized terms not defined herein shall have the same meaning as set forth in the Cooperative Agreement entered into by and between the DD Board, the County and the City of Tallmadge on August __, 2020.

Recitals:

- A. The County is the owner of a certain parcel of real property located in the City of Tallmadge and identified as parcel number _____ in the Summit County Records, and more commonly known as __ E. Howe Avenue, Tallmadge, OH 44278, consisting of approximately __ acres, and which is more fully depicted as set forth on Exhibit A (the “Eastern Parcel”); and
- B. The County is also the owner of a certain parcel of real property located in the City of Tallmadge and identified as parcel number _____ in the Summit County Records, and more commonly known as __ E. Howe Avenue, Tallmadge, OH 44278, consisting of approximately __ acres, and which is more fully depicted as set forth on Exhibit A (the “Western Parcel”); and
- C. The Eastern Parcel and Western Parcel were previously part of a larger parcel of property which has generally been used for the last several decades by the DD Board for various operations, including, but not limited to educational, training, administrative and maintenance operations for the benefit of the Summit County residents served by the DD Board, and the Eastern Parcel and Western Parcel was recently split therefrom; and
- D. In accordance with its use of the Eastern Parcel and Western Parcel, the DD Board has invested substantial sums in the construction, operation and maintenance of certain improvements, structures and facilities thereon; and
- E. The DD Board is no longer using the Eastern Parcel or Western Parcel for its operations; and
- F. The County desires to utilize the Western Parcel as a regional public safety dispatch and training facility and the Eastern Parcel as a public safety storage and operations facility; and
- G. The County further desires to compensate the DD Board for its prior investments in the Eastern Parcel and Western Parcel; and

H. The County and the DD Board desire to enter into this Compensation Agreement for the County to pay to the DD Board the sum of \$1,350,000 as the compensation for the DD Board's prior investments in the Eastern Parcel and Western Parcel.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and limitations of this Compensation Agreement, the County and DD Board agree as follows:

Section 1. Representations of the DD Board. The DD Board represents that: (a) it is a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code; (b) it is legally empowered to enter into and perform the transactions contemplated by this Compensation Agreement; (c) the execution, delivery and performance of this Compensation Agreement does not and will not violate or conflict with any provision of law applicable to the DD Board, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the DD Board is a party or by which it is bound which would have an adverse effect on the DD Board's ability to perform its obligations under this Compensation Agreement (other than such adverse effect which is not material); (d) the DD Board has duly authorized the execution, delivery and performance of this Compensation Agreement; and (e) this Compensation Agreement, when executed and delivered by the DD Board, will constitute the legal, valid and binding obligations of the DD Board, enforceable against it in accordance with the respective terms thereof.

Section 2. Representations of the County. The County represents that: (a) it is a county duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Compensation Agreement; (c) the execution, delivery and performance of this Compensation Agreement does not and will not violate or conflict with any provision of law applicable to the County, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound which would have an adverse effect on the County's ability to perform its obligations under this Compensation Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Compensation Agreement; and (e) this Compensation Agreement, when executed and delivered by the County, will constitute the legal, valid and binding obligations of the County, enforceable against it in accordance with the respective terms thereof.

Section 3. DD Board's Investment in the Parcel. The County hereby acknowledges the DD Board's significant investment in the Eastern Parcel and Western Parcel during the time of its use, including, but not limited to the construction, operation and maintenance of certain improvements, structures and facilities thereon. Additionally, both the County and the DD Board acknowledge that the compensation paid by the County to the DD Board under Section 4 of this Agreement represents full, fair and adequate compensation to the DD Board for the sums it has invested in the Eastern Parcel and Western Parcel during the DD Board's use. Upon receipt of the compensation set forth in Section 4 of this Agreement, the DD Board forever releases and discharges the County from any claim that the DD Board may have now or in the future regarding reimbursement, compensation or contribution from the County for the sums the DD Board has invested in the Eastern Parcel and Western Parcel.

Section 4. Payment of Compensation to the DD Board. The County shall pay to the DD Board the sum of \$1,350,000.00 (the "Compensation Payment"), which shall be paid to the DD Board by the County by interfund transfer in the County's financial accounting system in ten (10) equal installments of \$135,000.00 and no interest, with the first payment being paid within ten (10) days of the execution of this Compensation Agreement, and the remaining nine (9) payments being paid annually by December 31st commencing on December 31, 2021 and the last payment on December 31, 2029. Funds shall be transferred into the name of the DD Board to the following fund: Permanent Improvement Fund.

Section 5. Transfer of Possession; Pro-ration of Taxes, Assessments and Utilities. Upon receipt of the first payment of \$135,000.00 of the Compensation Payment, the DD Board shall transfer possession of the Eastern Parcel and Western Parcel to the County by vacating the same and providing the County keys to all buildings or structures thereon. Any utilities not currently in the name of the County shall be transferred from the DD Board to the County, and the County shall assume payment of all utilities as of the date of the payment of the Compensation Payment. Furthermore, any and all taxes, assessments and utilities shall be pro-rated as of the date of the payment of the Compensation Payment, with the DD Board responsible for paying all costs of the same that were incurred prior to the payment of the Compensation Payment, and the County assuming the payment of the same commencing upon the payment of the Compensation Payment.

Section 6. Assumption of Responsibility to Operate, Repair and Maintain; Release. Upon payment of the first payment of \$135,000.00 of the Compensation Payment, the County shall assume responsibility for all operations, repair and maintenance of the Eastern Parcel and Western Parcel, which shall be an ongoing obligation. Additionally, the County will take possession of the Eastern Parcel and Western Parcel in their As-Is condition, and upon the payment of the first payment of \$135,000.00 of the Compensation Payment, the County forever releases and discharges the DD Board from any claim that the County may have now or in the future regarding the condition of the Eastern Parcel and Western Parcel or any failure, intentional or otherwise, of the DD Board to repair or maintain the Eastern Parcel and Western Parcel in any condition whatsoever.

Section 7. Environmental Conditions. Upon making the first payment of \$135,000.00 of the Compensation Payment, the County agrees to hold the DD Board harmless from and against any and all claims, notices, actions, proceedings, judgments, causes of action, liabilities (whether fixed, absolute, accrued, contingent or otherwise and whether direct or indirect, primary or secondary, known or unknown), losses, demands, costs, assessments, damages, (including without limitation exemplary, special, consequential, punitive, multiple, natural resources and other damages), interest, penalties and expenses, court filing fees, court costs, arbitration fees or costs, witness fees, costs and reasonable fees and disbursements of legal counsel, investigators, expert witnesses, consultants, accountants and other professionals incurred by or asserted against the DD Board as a result of the presence or suspected presence of any Environmental Condition.

"Environmental Condition" shall mean any condition, contamination, constituent(s) or set of circumstances in, on, under, around or related to the Eastern Parcel and Western Parcel that is present on or prior to the date of the payment of the first payment of \$135,000.00 of the Compensation Payment that constitutes or may constitute a threat to or endangerment of health,

safety, property or the environment, or otherwise gives rise to liability under any Environmental Law, including without limitation the presence or release, or threatened release, of any Hazardous Material into, on or under the air, soil, surface water, groundwater or other media.

“Environmental Laws” means any and all past, present and/or future laws relating to health, safety or pollution or protection of the environment, including, without limitation, those relating to emissions, discharges, spills or other releases or threatened releases of Hazardous Materials into or impacting the environment or natural resources (including, without limitation, ambient air, surface water, groundwater or land), or otherwise relating to the manufacture, processing, distribution, use, treatment, recycling, storage, disposal, transport, sale, offer for sale, distribution or handling of Hazardous Materials, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§ 9601 et seq. (“CERCLA”), the Resource Conservation and Recovery Act, 42 U.S.C. §§ 6901 et seq., and the Occupational Safety and Health Act, 29 U.S.C. §§ 651 et seq., any amendments or successor statutes to any of the foregoing, and the rules, regulation, permits orders and decrees implementing the same and all analogous state and local laws, rules regulations, permits, orders and decrees and common law, including without limitation, principles of nuisance, negligence, trespass and strict liability.

“Hazardous Materials” means all substances, whether waste materials, raw materials, finished products, co-products, byproducts or any other materials or articles, which (from use, handling, processing, storage, emission, disposal, spill, release or any other activity or for any other reason) are regulated by, form the basis of liability under, or are defined as hazardous, extremely hazardous or toxic under, any Environmental Laws, including, without limitation, petroleum or any byproducts or fractions thereof, any form of natural gas, asbestos, polychlorinated biphenyls, radon or other radioactive substances, infectious, carcinogenic, mutagenic or etiologic agents, pesticides, defoliants, explosives, flammables, corrosives, urea formaldehyde, alcohols, chemical solvents, pollutants or contaminants, or any other material or substance which constitutes a health, safety or environmental hazard to any person, property or natural resource.

Section 8. Miscellaneous.

A. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. Either party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Compensation Agreement shall be given in such other manner as in the judgment of that party shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Compensation Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of

that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

B. **Extent of Covenants; No Personal Liability.** All covenants, obligations and agreements of the County and DD Board contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the County, or its Legislative Authority, or the DD Board, in other than its official capacity, and neither the members of the DD Board or the County's Legislative Authority nor any official executing this Compensation Agreement shall be liable personally on this Compensation Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the DD Board or County contained in this Compensation Agreement.

C. **Binding Effect.** This Compensation Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon each party and their respective permitted successors and assigns. This Compensation Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

D. **Amendments and Supplements.** Except as otherwise expressly provided in this Compensation Agreement, no provision of this Compensation Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all of the parties hereto.

E. **Execution Counterparts/PDF.** This Compensation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Compensation Agreement.

F. **Severability.** If any provision of this Compensation Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

G. **Limitation of Rights.** With the exception of rights conferred expressly in this Compensation Agreement, nothing expressed or mentioned in or to be implied from this Cooperative Agreement is intended or shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, power or claim under or with respect to this Compensation Agreement or any covenants, agreements, conditions and provisions contained herein. This Compensation Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, as provided herein.

H. Governing Law. This Compensation Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Compensation Agreement shall be instituted in a State court sitting in the County.

[Balance of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Compensation Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**SUMMIT COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

By: _____
John Trunk, Superintendent

Approved as to form and correctness:

Lisa Kamlowky, Assistant Superintendent

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director of Department
of Law, and Risk Management

AGREEMENT FOR COMPENSATION
(Bath)

This Agreement for Compensation (“Compensation Agreement”) is made and entered into as of _____, 2020 (“Effective Date”) by and between the SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD, a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code (the “DD Board”) and the COUNTY OF SUMMIT, OHIO, an Ohio county duly organized and validly existing under the laws of the State and its Charter (the “County”). Capitalized terms not defined herein shall have the same meaning as set forth in the Cooperative Agreement entered into by and between the DD Board, the County and the City of Tallmadge on the same date herein.

Recitals:

- A. The County is the owner of a certain parcel of real property located in Bath Township and identified as Parcel Number 0403384 in the Summit County Records, and more commonly known as 340 N. Cleveland-Massillon Road, Akron, OH, 44333 (the “Bath Township Parcel”);
- B. The Bath Township Parcel was previously used by the DD Board to provide services to Summit County residents served by the DD Board;
- C. In accordance with its use of the Bath Township Parcel, the DD Board has invested substantial sums in the construction, operation and maintenance of certain improvements, structures and facilities thereon;
- D. The DD Board is no longer using the Bath Township Parcel for its operations;
- E. The DD Board and the County each desire that the County sell the Bath Township Parcel; and
- F. The County and the DD Board desire to enter into this Compensation Agreement whereby the County will sell the Bath Township Parcel, and, as compensation for the prior investments that the DD Board has made in the Bath Township Parcel, deliver the net proceeds of the sale of the Bath Township Parcel to the DD Board in accordance with the terms herein.

NOW THEREFORE, in consideration of the premises and the mutual representations and agreements hereinafter contained, and subject to the terms and conditions of this Compensation Agreement, the County and DD Board agree as follows:

Section 1. Cooperative Agreement. Contemporaneous with the execution of this Compensation Agreement, the County, DD Board and City of Tallmadge shall execute and deliver to each other the Cooperative Agreement (“Cooperative Agreement”).

Section 2. Representations of the DD Board. The DD Board represents that: (a) it is a county board of developmental disabilities duly organized and validly existing under Chapter 5126 of the Ohio Revised Code; (b) it is legally empowered to enter into and perform the transactions contemplated by this Compensation Agreement; (c) the execution, delivery and performance of this Compensation Agreement does not and will not violate or conflict with any provision of law applicable to the DD Board, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the DD Board is a party or by which it is bound which would have an adverse effect on the DD Board's ability to perform its obligations under this Compensation Agreement (other than such adverse effect which is not material); (d) the DD Board has duly authorized the execution, delivery and performance of this Compensation Agreement; and (e) this Compensation Agreement, when executed and delivered by the DD Board, will constitute the legal, valid and binding obligations of the DD Board, enforceable against it in accordance with the respective terms thereof.

Section 3. Representations of the County. The County represents that: (a) it is a county duly organized and validly existing under the laws of the State and its Charter; (b) it is legally empowered to enter into and perform the transactions contemplated by this Compensation Agreement; (c) the execution, delivery and performance of this Compensation Agreement does not and will not violate or conflict with any provision of law applicable to the County, and does not, and will not, conflict with or result in a default under any agreement or instrument to which the County is a party or by which it is bound which would have an adverse effect on the County's ability to perform its obligations under this Compensation Agreement (other than such adverse effect which is not material); (d) its Legislative Authority has duly authorized the execution, delivery and performance of this Compensation Agreement; and (e) this Compensation Agreement, when executed and delivered by the County, will constitute the legal, valid and binding obligations of the County, enforceable against it in accordance with the respective terms thereof.

Section 4. Bath Township Parcel. The DD Board acknowledges and agrees that the County is the owner of the Bath Township Parcel which is approximately 7.92 acres of land and the improvements located thereon, which includes the structures, fixtures, equipment, HVAC, plumbing, electrical, alarm, sprinkler system, landscaping and as further described in the legal description attached and incorporated herein by reference as Exhibit A.

Section 5. Sale of Bath Township Parcel; Compensation to the DD Board.

The County acknowledges that the DD Board has constructed and maintained, at its sole cost and expense, certain improvements to the Bath Township Parcel. In consideration of those improvements, the County shall agree to sell the Bath Township Parcel to a third party and provide the DD Board with certain compensation in accordance with the terms of this Compensation Agreement.

A. Broker. Immediately upon execution of this Compensation Agreement, if not prior to the same, the County shall list the Bath Township Parcel for sale with a licensed commercial real estate broker mutually agreeable to the DD Board for a period of at least six (6) months for an initial list price of One Million, Three Hundred Ninety Nine Thousand Dollars (\$1,399,000) ("List Purchase Price"). Thereafter, if the Bath Township Parcel does not sell in the initial six (6) month

term, the County shall, at all times until the Bath Township Parcel is sold, continue to list the same for sale with a licensed commercial real estate broker that is mutually agreeable to the DD Board, provided that the County, with the consent of the DD Board, and may utilize different brokers than the initial broker, and further provided that the County will be afforded a reasonable time between brokers wherein the Bath Township Parcel may not be listed until such time as the new broker may list the same.

In addition to listing the Bath Township Parcel with a commercial real estate broker, the County will use reasonable and appropriate measures to market the property through its economic development efforts in similar nature to other County-owned property. The County will further comply with all provisions of the Codified Ordinances of the County in selling the Bath Township Parcel.

B. Acceptance of Offer to Purchase. Upon receipt of all offers to purchase the Bath Township Property, the County shall consult with the DD Board and no offer shall be accepted until the County and DD Board mutually agree to sell at the offered price. The County and DD Board shall also cooperate to counter offers and negotiate as they deem appropriate, provided, however, that they must mutually agree to make any counter offers, or accept any subsequent offers.

C. Net Proceeds. Upon agreement to sell, and subsequent sale of the Bath Township Parcel, the County shall receive the sale proceeds and shall deduct all transaction costs incurred by the County, including but not limited to broker fees and commissions marketing expenses, any unpaid liens, encumbrances and closing costs including but not limited to title commitment, title insurance policy, escrow fees, conveyance fees, transfer taxes, prorated real estate taxes, assessments and utilities ("Net Proceeds"). The parties shall pay their own legal fees. Within thirty (30) days of receipt of the Net Proceeds, the County shall deposit the Net Proceeds into an account for the sole use and benefit of the DD Board, provided that pursuant to Ohio law, the Net Proceeds shall be used by the DD Board to fund permanent improvements used by the DD Board in accordance with Ohio Revised Code Chapter 5126. Said payment of the Net Proceeds of the sale of the Bath Township Parcel to the DD Board shall constitute the entire compensation for the investments that the DD Board has made in the Bath Township Parcel.

D. Alternative Solutions. The County and DD Board agree that they may, at any time during the term of this Agreement, mutually agree to sell, lease, transfer, use, or otherwise dispose of the Bath Township Parcel in a manner other than that contemplated and set forth above, and will further amend this Agreement to accomplish such outcome upon the mutual agreement of each party.

Section 6. Possession Until Closing. The DD Board will retain possession of the Bath Township Property and shall continue to remain obligated for the ongoing maintenance, repair and operation of the same including all costs until the date of deed transfer. The DD Board shall cooperate fully with the sale and not disturb, interfere nor prohibit entrance for sale showings and inspections of the Bath Township Parcel.

Section 7. Consideration. In consideration for the compensation provided by the County under this Compensation Agreement, the DD Board agrees to abandon, forfeit and terminate its real property interests including any and all rights of any kind in law and/or in equity the DD Board may have in the Bath Township Parcel upon the sale of the same and the receipt of the Net Proceeds.

Section 8. Environmental Matters. To the best of its knowledge, the DD Board represents and warrants that the Bath Township Parcel is not in violation of any environmental laws and the DD Board has no knowledge of (i) the presence on or about the Bath Township Parcel of any hazardous materials other than the possible existence of asbestos within building materials generally consistent with the type and nature of building materials and buildings of similar vintage; (ii) any release or threatened release of any hazardous materials on or affecting the Bath Township Parcel; or (iii) the existence of any underground storage tanks on or about the Bath Township Parcel. The DD Board has received no notice of any investigation or proceeding by any governmental agency concerning the presence or alleged presence, release or threatened release of hazardous materials on the Bath Township Parcel. The DD Board shall allow a potential purchaser to conduct an environmental phase I and environmental phase II inspection, at the potential purchaser's sole cost, as further provided in the real estate purchase agreement. Following any sale of the Bath Township Parcel, in the event that any proceedings, liabilities or financial obligations arise pertaining to the condition of the Bath Township Parcel, including the existence of hazardous substances in violation of any environmental laws., the County and DD Board will use their best efforts to resolve amongst each other the cost of the same.

Section 9. Miscellaneous.

A. Notices. All notices, certificates, requests or other communications hereunder shall be in writing and shall be deemed to be sufficiently given when mailed by registered or certified mail, postage prepaid, or delivered by overnight courier service, and addressed to the appropriate Notice Address. Either party, by notice given hereunder, may designate any further or different addresses to which subsequent notices, certificates, requests or other communications shall be sent. If, because of the suspension of delivery of certified or registered mail or for any other reason, notice, certificates or requests or other communications are unable to be given by the required class of mail or courier service, any notice required to be mailed or delivered by courier service by the provisions of this Compensation Agreement shall be given in such other manner as in the judgment of that party shall most effectively approximate mailing thereof or delivery by courier service, and the giving of that notice in that manner for all purposes of this Compensation Agreement shall be deemed to be in compliance with the requirement for delivery under this Section. Except as otherwise provided herein, the mailing of any notice shall be deemed complete upon deposit of that notice in the mail and the giving of any notice by any other means of delivery shall be deemed complete upon receipt of the notice by the delivery service.

B. Extent of Covenants; No Personal Liability. All covenants, obligations and agreements of the County and DD Board contained in this Agreement shall be effective to the extent authorized and permitted by applicable law. No such covenant, obligation or agreement shall be deemed to be a covenant, obligation or agreement of any present or future officer, official, employee or agent of the County, or its Legislative Authority, or the DD Board, in other than its

official capacity, and neither the members of the DD Board or the County's Legislative Authority nor any official executing this Compensation Agreement shall be liable personally under this Compensation Agreement or be subject to any personal liability or accountability by reason of the covenants, obligations or agreements of the DD Board or County contained in this Compensation Agreement.

C. **Binding Effect.** This Compensation Agreement shall inure to the benefit of and shall be binding in accordance with its terms upon each party and their respective permitted successors and assigns. This Compensation Agreement may be enforced only by the parties, their assignees and others who may, by law, stand in their respective places.

D. **Amendments and Supplements.** Except as otherwise expressly provided in this Compensation Agreement, no provision of this Compensation Agreement may be effectively amended, changed, modified, altered or terminated unless set forth in a writing signed by all of the parties hereto.

E. **Entire Agreement.** This Compensation Agreement, the Cooperative Agreement entered into by and between the DD Board, the County and the City of Tallmadge on the same date herein, and any other agreements set forth therein constitute the entire agreement between the parties and supersedes all prior understandings or agreements regarding the Bath Township Parcel. There are no conditions or inducements relied upon by the parties prior to the execution of this Compensation Agreement.

F. **Execution Counterparts/PDF.** This Compensation Agreement may be executed in any number of counterparts, each of which shall be regarded as an original and all of which shall constitute but one and the same instrument. Copies of signatures sent or provided electronically in portable document format (PDF) shall be deemed to be originals for purposes of execution and proof of this Compensation Agreement.

G. **Severability.** If any provision of this Compensation Agreement, or any covenant, obligation or agreement contained herein is determined by a court to be invalid or unenforceable, that determination shall not affect any other provision, covenant, obligation or agreement, each of which shall be construed and enforced as if the invalid or unenforceable portion were not contained herein. That invalidity or unenforceability shall not affect any valid and enforceable application thereof, and each such provision, covenant, obligation or agreement shall be deemed to be effective, operative, made, entered into or taken in the manner and to the full extent permitted by law.

H. **Limitation of Rights.** With the exception of rights conferred expressly in this Compensation Agreement, nothing expressed or mentioned in or to be implied from this Compensation Agreement is intended or shall be construed to give to any Person other than the parties hereto any legal or equitable right, remedy, power or claim under or with respect to this Compensation Agreement or any covenants, agreements, conditions and provisions contained herein. This Compensation Agreement and all of those covenants, agreements, conditions and provisions are intended to be, and are, for the sole and exclusive benefit of the parties hereto, as provided herein.

I. **Governing Law.** This Compensation Agreement shall be deemed to be a contract made under the laws of the State and for all purposes shall be governed by and construed in accordance with the laws of the State. Any legal suit, action or proceeding arising out of or relating to this Compensation Agreement shall be instituted in a State court sitting in the County.

[Balance of page left intentionally blank.]

IN WITNESS WHEREOF, the parties have caused this Compensation Agreement to be duly executed in their respective names, all as of the date first hereinbefore written.

**SUMMIT COUNTY BOARD OF
DEVELOPMENTAL DISABILITIES**

By: _____
John Trunk, Superintendent

Approved as to form and correctness:

Lisa Kamlowsky, Assistant Superintendent

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive

Approved as to form and correctness:

Deborah Matz, Director of Department
of Law and Risk Management

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Sale of Southern Center to the existing tenant	Summit DD holds title to this real property and is authorized to sell same pursuant to ORC 5126.05*	Board approve the sale of 1651 Massillon Rd. to the Greater Summit County Early Learning Center aka SCOPE Academy in the amount of \$346,000

SUPPORTING DATA FOR RECOMMENDATION

**Note: At Summit DD's request, the County of Summit conveyed via quit-claim deed the subject property to Summit DD in March of 2017 via County Council Resolution No. 2017-040. Summit DD is permitted to sell the property pursuant to the terms/restrictions of the deed by which it received the property; no restrictions exist. Opinion secured for authority for this transaction from Summit County Prosecutor's Office.*

Summit DD discontinued operations in June of 2017 at the Southern Center, located at 1651 Massillon Rd in Akron. In July 2017, Greater Summit County Early Learning Center aka SCOPE Academy (GSCELC) and Summit DD signed a five-year lease for use of the building as a public conversion school serving grades K-4. The facility has worked out well for GSCELC, and they would like to purchase the building to make it their permanent location. Summit DD has not had a productive use for the facility since 2017, and selling it aligns with our future facilities plans.

GSCELC submitted an offer to purchase the property for \$346,000 cash. Each party had appraisals of the property completed approximately one year ago; the average of said appraisals values the property at \$457,000. Factoring in the value of lease payments received by Summit DD to date of approximately \$140,000, as well as current commercial real estate market conditions, we recommend acceptance of the offer as fair and reasonable. Sale proceeds will be added to the Permanent Improvement fund to offset the costs of renovations at Barberton and Cuyahoga Falls.

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

Submitted By: Russ DuPlain

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

Date: November 2020



1651 Massillon Road, Akron, OH 44312, Phone: 234-718-2626

<http://scopeacademy.org>

Daniel Reiman, Principal and Superintendent Designee
danr@scopeacademy.org

Jennifer Huffman, Administrative Assistant
jenniferh@cybersummit.org

Mrs. Marcy Venarge, Board President
Mrs. Jamie Parmelee, Vice President
Mr. Alvaro DeCola
Mr. Joseph Heindel
Mrs. Jill Pildner
Mr. Hayden Porter
Mr. Rick Berdine, Board Treasurer

October 13, 2020

To the Summit County Developmental Disabilities Board:

On behalf of Greater Summit County Early Learning Center (locally known as SCOPE Academy) and the Greater Summit County Early Learning Center's Governing Authority, we are formally submitting to the Summit County Development Disabilities Board, ("Board"), an offer to purchase, ("Purchase"), the property located at 1651 Massillon Road 44312 (and all contents) for \$346,000 (as a cash purchase).

We hope the Board accepts our offer. Upon acceptance of our offer, we will submit a proposed Real Property Purchase Agreement to the Board setting forth all of the material terms/conditions of the Purchase (which will include a deposit requirement of \$1,000 and applicable review/inspection contingencies). We will await the Board's response.

Respectfully,

 10/13/20

Daniel Reiman
Principal and Superintendent Designee
GSCELC

 10/13/20

Marcy Venarge
Board President
GSCELC

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
2021 Action Plan	Details the action items Summit DD will address in 2021 to fulfill the goals of the 2019-2021 Long Range Plan.	Approve 2021 Action Plan

SUPPORTING DATA FOR RECOMMENDATION

Summit DD outlines three-year goals in the Long Range Plan. For each year of the plan, the Agency outlines action items to achieve those three-year goals.

Despite the changing landscape of the COVID-19 pandemic, Summit DD remained on track to meet the action items outlined in the 2020 action plan. While some provider support initiatives shifted to supporting providers through the pandemic and plans to support staff, individual and families in a more remote fashion were unexpected initiatives, the Agency remained committed to its Mission and Vision. Initiatives such as completing the wait list assessment, continuing our facilities use plan, upgrading and implementing HR systems, developing best practices for individuals with complex needs, and meeting the growing demand for services remained on track while we shifted our priorities to respond to the COVID-19 pandemic.

While the pandemic response remains a priority in 2021, Summit DD will continue to address the needs of those we serve. The action items below will be cascaded throughout the Agency with department level action plans and monitored through the performance management system.

Summit DD will obtain feedback on the plan through virtual and online methods, with options for people to mail or phone in feedback through the month of November.

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

2021 Action Items

- Enhance Multi-System Collaboration to Support Adults and Youth With Intensive Needs
- Collaborate with Provider to Support Adults and Youth With Intensive Needs
- Connect individuals to an array of residential options in the community.
- Partner with providers to enhance services to individuals we support.
- Support Individuals, Families and Providers with Technology Support

Submitted By: Billie Jo David

For: Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: 10/30/20

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

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

2021 Action Items

- Design and Implement a Leadership Development Program
- Develop a Diversity and Inclusion Program
- Implement Performance Management
- Implement and Evaluate Telework
- Keep Employees Informed and Engaged

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

2021 Action Items

- Implement facilities use plan
- Continue to refine long-term financial forecasts
- Implement Business Intelligence
- Continue to Implement and Monitor COVID-19 Response Plan
- Maintain Staffing Levels for Core Functions

**Recommended for approval by the November
Services & Supports and Finance & Facilities Committees.
Reviewed by the HR/LR Committee**

Submitted By: Billie Jo David

Date: 10/30/20

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

Mission

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

Vision

Summit County is a community where people feel included.

Values

Respect - Collaboration - Innovation - Inclusion - Excellence - Trust

Trust

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

Respect

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

Collaboration

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

Innovation

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

Inclusion

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

Excellence

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

Long Range Plan Goals

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

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

Objectives include:

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

2021 Action Items

Enhance Multi-System Collaboration to Support Adults and Youth With Intensive Needs

Collaborate with Provider to Support Adults and Youth With Intensive Needs

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

Partner with providers to enhance services to individuals we support.

Support Individuals, Families and Providers with Technology Support

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

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

Objectives include:

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

2021 Action Items

Design and Implement a Leadership Development Program

Develop a Diversity and Inclusion Program

Implement Performance Management

Implement and Evaluate Telework

Keep Employees Informed and Engaged

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

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

Objectives include:

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

2021 Action Items

Implement facilities use plan

Continue to refine long-term financial forecasts

Implement Business Intelligence.

Continue to Implement and Monitor COVID-19 Response Plan

Maintain Staffing Levels for Core Functions

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Contract with Summit County Family and Children First Council Shared Pool for Youth (Service Review Collaborative)	Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems.	Summit DD to continue participation in shared pool agreement in the amount of \$110,700 for the period January 1, 2021 through December 31, 2021.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

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

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

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

Data from 1/1/20 to 8/31/20:

- 1) **WrapAround/Service Coordination**
45 referrals accepted and opened / 12 were DD involved youth
- 2) **Case Consultation**
11 referrals accepted and reviewed by SRC/ 2 were DD involved youth
- 3) **Funding Requests for Community Based Services**
33 funding requests reviewed by SRC/ 21 were DD involved youth
Requests included: camp, safety items, sensory items, Y membership, gas cards, structured activities and mentoring
- 4) **Funding Requests for Out of Home Placement** (i.e. crisis respite home, residential treatment, group home, etc.)
27 requests / 7 were DD involved youth

Funds from this contract will be pooled with funds from other county agencies to support the various needs of the children/families involved including residential placement. Contributions to this collaborative in 2020 included Summit DD (\$110,700), Summit County Children's Services (\$171,245), Juvenile Court (\$131,084), and the ADM Board (\$145,431). In addition, this group has also received over \$500,000 in state money to cover the increasing placement costs for eligible youth. This additional funding along with contributions from the agencies above has dramatically reduced custody relinquishment in Summit County.

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

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: November 2020

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Support for sanitization of vehicles, homes and day program settings	During the COVID-19 pandemic it is critical that Summit DD support providers with implementing increased cleaning protocols.	Recommend that the Board approve a contract with Indoor Air Quality Consultants for the period of 1/1/2021 through 12/31/2021 in an amount not to exceed \$100,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Support for person served and providers

Amount of Increase/Decrease: Increase of \$40,000. Current 2020 contract is for \$60,000.

Satisfaction: Summit DD has received positive feedback regarding the services provided by IAQ.

In August 2020 Summit DD contracted with Indoor Air Quality Consultants (IAQ) an Akron based commercial cleaning and consulting company to provide cleaning services to providers. IAQ uses a aerosol based cleaning method that can quickly clean vehicles, homes and day programs. Summit DD has been offering this service to Transportation providers and homes and day programs when people served, or staff test positive for COVID-19. With the pandemic continuing into 2021, Summit DD wants to continue to be able to offer this service to support people served and providers.

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

Submitted By: _____

Date: _____

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



**Agreement between Summit County
Developmental Disabilities Board
and
In-door Air Quality Consultants**

This Agreement is entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and **In-door Air Quality Consultants, with its principal office located at 2297 Edmund Avenue, Akron, Ohio 44312**, hereinafter referred to as "Contractor".

WHEREAS, Summit DD desires to obtain services, as further described herein, by and through Contractor; and

WHEREAS, Contractor shall provide such services to Summit DD in accordance with the terms set forth in this Agreement.

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

1. **Services.** Contractor will provide services to Summit DD on topics to include:
 - Sanitization/cleaning for multiple locations under the umbrella of the Summit DD Board.
 - Vehicles: Option 1) bulk flat rate of \$300.00 per hour – 15 to 20 vehicles of any size in a two-hour time frame, with a free two-hour block after six ongoing or repeat sessions; or Option 2) \$150.00 minimum, then standard pricing of \$20.00 each for cars/light trucks, \$40.00 each for limousines/15-passenger buses, and \$60.00 each for full-size school buses.
 - Buildings: \$150.00 minimum, then standard pricing of 0.10 cents per square foot of interior space; \$35.00 each for attached/detached garage up to 30'x30' which includes 2 vehicles [\$20.00 each for additional vehicles (cars/light trucks)]. For ongoing or repeat visits at the same location, contractor shall offer a 10% discount on the same service.
2. **Term.** The term of this Agreement shall be from January 1, 2021 through December 31, 2021. Summit DD reserves the right to terminate this Agreement at its sole discretion by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
3. **Payment.** The total amount of this Agreement shall not exceed **ONE HUNDRED THOUSAND and 00/100 DOLLARS (\$100,000)**. Contractor shall invoice Summit DD with detailed documentation supporting the amount invoiced.
4. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
5. **Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of

whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without loss to Summit DD.

6. **Insurance.** Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract in an amount acceptable to Summit DD. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
7. **Confidentiality.** Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.
8. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

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

CONTRACTOR:

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Department of Jobs and Family Services for direct staff support to Summit DD staff and eligible individuals.	Contract supports a dedicated DJFS worker for Summit DD which improves access to services provided by the agency.	Approval of contract for a DJFS dedicated worker effective January 1, 2021 to December 31, 2021. Contract amount not to exceed \$84,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: All Medicaid Enrollees

Amount of Increase: \$2000

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

Summit DD receives assistance from a dedicated DJFS caseworker whose sole responsibility is to assist Summit DD staff and eligible individuals with Medicaid enrollment, Medicaid waivers, food assistance programs, and access to various other JFS programs. Individuals and families have a direct connection with the DJFS worker and do not have to go through the Akron office for support. In addition, the SSA department also has direct access to this worker daily.

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

The dedicated JFS worker provides over 250 individuals and SSAs with support each month.

Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$84,000 annually. The increase of \$2000 is to support a salary increase for the JFS worker.

Funds are available in the 2021 budget.

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

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: November 2020

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Administration of Family Engagement Program by North East Ohio Network (NEON) Council of Governments (COG). Also includes Annual dues for NEON services.	<ul style="list-style-type: none"> • Flow Through for the Family Engagement Program • Fiscal administration of the Family Engagement Program • Annual Dues 	<ul style="list-style-type: none"> • Approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed \$621,000 for the period of January 1, 2021 through December 31, 2021.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: 516

Amount of Increase/Decrease: \$0

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

Summit DD contracts with NEON to act as a flow through for reimbursement of funds to individuals and families using the Family Engagement Program (FEP). These funds allow individuals ages 0-22, without Medicaid waivers, the ability to access up to \$1,800 of funding which they can use to participate in activities that enhance their lives. These activities include: summer camps, community programs, school activities, therapy, specialized equipment and technology supports.

To date, 516 families accessed FEP with the majority using funds to pay for both community based (39) and specialized (50) camps, community clubs/classes (130), respite (70) and adaptive equipment (70). In 2020 we have seen a decrease of over 150 families, specifically those accessing camp and community clubs/classes due to COVID-19.

Families pay for the goods/services up front and are reimbursed for their documented expenses. This contract allows NEON to deposit funds directly into a parent's or guardian's account for the reimbursement.

The total amount allocated to NEON for the Family Engagement Program is \$615,000.

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

TOTAL CONTRACT AMOUNT: \$621,000

Funds are in the 2021 budget and have been recommended for approval by the Services & Supports and Finance & Facilities

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

_____ HR/LR Committee

Date: November 2020



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
NORTH EAST OHIO NETWORK**

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

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

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

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

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The total amount of this Contract shall not exceed SIX HUNDRED TWENTY ONE THOUSAND DOLLARS AND no/100 (\$621,000.00) and is limited to the Summit DD'S 2021 appropriation.
- B. Contractor will invoice Summit DD monthly for services under this Contract in accordance with the fee schedule attached as Exhibit A hereto and incorporated by reference.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2021 through December 31, 2021.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Diana Anderson, Executive Director
NEON
5121 Mahoning Avenue
Suite 102
Austintown, Ohio 44515

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

SIGNATURE PAGE FOLLOWS

SIGNATURES

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

NORTH EAST OHIO NETWORK:

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

Exhibit A

Description of Services and Fees

SERVICES

Family Engagement Program

- Maintain an understanding of Summit DD's program as detailed in procedures found in Exhibit B attached hereto
- Per authorization from Summit DD, deposit approved funds into individual or family accounts via direct deposit as detailed in procedures found in Exhibit C attached hereto
- Summit DD staff will track all receipts and provide a copy of each receipt to NEON
- If a family fails to turn in any or all receipts, they will not be eligible for any additional funds.
- Management of individual participant's W9s
- Maintain FEP participants in NEON data base
- Annual processing of 1099s for all individual participants

FEES

Family Engagement Program

Summit DD will pay the following:

- Invoice processing fees
 - \$12.50 per invoice
 - Special payments processed per request of the Board: \$12.50 per invoice
 - Overnight processing fees: cost plus \$20.00 administration fee
- Administrative Fees For FEP:
 - \$5000/year paid semi-annually (\$2500 by January 31; \$2500 by June 30)

Annual Dues

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

Exhibit B

Family Engagement Program (FEP)

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

- I. Eligibility
 - a. Individuals eligible for Summit DD services
 - b. Are between the ages of 0-22
 - c. Are living at home with a parent(s) or guardian
 - d. Do not have waiver funding

- II. Services and supports eligible for funding typically include but are not limited to:
 - a. Summer camp
 - b. Community Classes or memberships
 - c. Safety Equipment
 - d. Therapies not otherwise covered by insurance
 - e. Health related supplies

- III. Family Engagement Program Funds
 - a. Are available for a 12 month period beginning January 1st
 - b. Will not exceed the amount per person set each year based on the Boards budget
 - c. Do not have to be used all at one time or in their entirety
 - d. Will be approved after a quote has been obtained
 - e. Will on be released after the receipt of an approved receipt
 - f. Will be directly deposited into a families checking or savings account, no checks will be issued (unless using a certified provider for respite)

- IV. Accessing Funds
 - a. A family will work with Summit DD staff: Service and Support Administrator (SSA), Developmental Specialist (DS) or Referral and Support Specialist (RSS) who can help them determine if the Family Engagement Program is appropriate for their needs
 - b. Summit DD staff will use a Person Centered Planning approach to authorize the purchase of a good or service
 - c. Summit DD staff will complete the Family Engagement Program Form and if available, document the outcome related to the need for the good or services on the IFSP or ISP.
 - d. Family will provide Summit DD staff a quote for the good or service
 - e. Summit DD staff will provide the family with the Direct Deposit Enrollment Form which the family will complete and return
 - i. Families choosing to have the money deposited into their own account will have to complete a W9 form as this may count as taxable income (if not previously completed)
 - ii. Families choosing to have the money deposited into money into their child's account or STABLE account will not need a W9

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

V. After the purchase of a good or service

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

VI. Detailed Description of Goods and Services

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

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

Exhibit C

Summit County FEP Program
Processing Instructions
Department: Finance

1. FEP requests from Summit to NEON will be sent to:
accounting@neoncog.org
Copy to:
jkust@neoncog.org
Emorrison@neoncog.org

2. Upon receipt of the batched requests, NEON will verify the amounts, unique voucher numbers (check for duplications), the individuals name and the payee.
 - Summit County will use one unique FEP File Number for each FEP Authorization form sent to NEON for payment
 - If there is a first time request in the batch, Summit will include a W-9 (if applicable) and a Direct Deposit form with the batch.
 - Summit will clearly identify in the batch of requests whether it is the child or the parent/guardian who will be the payee of funds.
 - Summit will clearly identify bank account changes to existing payees on the FEP Requests.
 - Summit will clearly identify Stable Ohio Payments for payees on the FEP Request form and furnish the Stable Ohio Link for processing.

3. To ensure accuracy, NEON will submit the batch to Summit (jpetrarca@summitdd.org and brentsch@summitdd.org) to verify the amounts and totals are correct. If there any requests within the batch that must be delayed pending receipt of information (i.e, insufficient demographic or payee information) those requests will be removed from the batch and sent to Summit (jpetrarca@summitdd.org and brentsch@summitdd.org) separately to resolve any barriers to payment. NOTE: This will not impact NEON moving forward with paying the other requests in the batch once verified by Summit.

4. Once Summit has verified the number of requests and batch totals, all of the verified requests will be processed for payment within 1-2 business days.

5. Summit will resubmit requests that have been removed from a batch to NEON for processing. Upon verification by Summit (Step 3), NEON will process these payments within 1-2 business days of receipt. NOTE: They will NOT be held to include in the next batch.

6. NEON will print out all FEP requests in the batch. Requests will be filed and maintained by NEON.

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

SEND: FEP Batch Requests, Verifications and Documents Required for Processing Payments to:
accounting@neoncog.org
Emorrison@neoncog.org
jkust@neoncog.org

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

brentsch@summitdd.org
jpetrarca@summitdd.org

SEND: Any Issues or Concerns or Complaints regarding FEP Invoices and/or Payments
accounting@neoncog.org

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention program.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/21 to 12/31/21, for a total contract amount not to exceed \$476,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention/ Inclusion

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

Amount of Increase: \$10,000

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

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

In the past 9 months, S4K has completed 2,039 home/telehealth visits and evaluations (this is an increase of 117 visits from 2019 at this time) acting both as the primary service provider and secondary service provider. This is an average of 227 visits per month which is an increase of 16 visits a month from last year. This increase is consistent with the increase in children eligible for early intervention services. Success 4 Kidz serves as the primary service provider on average between 85-95 families monthly and as secondary service provider for 85-95 families as well. They also currently serve 12 children 3-5 years old, as well as collaborate with the Inclusion program to help promote inclusion in child care centers as well as consult with RSS/SSA on children as needed.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service which is the standard Medicaid rate. Funds are in the 2021 budget.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: November 2020



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

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

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

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

I. SUMMIT DD OBLIGATIONS

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

II. CONTRACTOR OBLIGATIONS

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

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

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

- G. Contractor agrees to participate in bi-monthly reflective meetings with Early Intervention Management staff, and submit all such programmatic and financial information as may reasonably be required by Summit DD:
1. To permit monitoring of the performance of services being rendered under this contract; and
 2. To allow effective program planning, service coordination and resource development.
 3. Nothing in this paragraph or this Agreement shall be interpreted to nullify the independent contractor status of the Contractor.
- H. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123:2-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- I. Provider shall carry professional liability insurance providing single limit coverage in an amount of at least one million dollars (\$1,000,000) per occurrence with an annual aggregate limit of at least two million dollars (\$2,000,000). Excess liability coverage shall be provided in an amount of at least one million (\$1,000,000) per occurrence and annual aggregate.
- J. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- M. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- N. Employees of Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed FOUR HUNDRED SEVENTY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$476,500.00) and is limited to the Summit DD'S 2021 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made by Summit DD on a monthly basis upon receipt of invoice from Contractor.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2021 through December 31, 2021.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and

the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Success 4 Kidz
ATTN: Denise Ramos, President
1089 Scenicrest St. NW
Uniontown, OH 44685

E. In the event that any statute, regulation, rule or state or federal law is amended, the parties shall automatically amend the requirements of this Contract to reflect such modification without any further action.

F. This Contract shall be governed by and interpreted in accordance with the laws of Ohio.

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

SUCCESS 4 KIDZ

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

*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

EXHIBIT 2

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Allocation of resources for maintenance in 2021	Annual maintenance contract and additional repair costs for all HVAC systems	The Board approve the request to enter into contracts and purchases with Gardiner in 2021 for an amount not to exceed \$79,999

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$79,999 in 2021

Summary:

Summit DD uses Gardiner to provide routine and emergency maintenance on all the aging HVAC units at all of our facilities.

The annual cost for the maintenance contract is \$49,999 for 2021. This is essentially the same price as the 2020 contract.

Summit DD also has an additional \$30,000 budgeted in 2021 for repairs that are outside of the maintenance contract, which includes "non-maintainable parts" such as heat exchangers, ductwork, structural supports, water / steam / drain piping, refrigerant piping and coils, wiring, and replacement of obsolete equipment.

This is a high estimate of the out of maintenance amount we may need, and actual costs are likely to be less. However, as the HVAC units age, particularly at the Admin building, there is increased risk of needing significant repairs that are outside of the maintenance contract.

The combined costs for the maintenance contract and out of support costs is expected to be a maximum of \$79,999 for all of 2021, which is in line with the \$80,000 allocated in the 2021 budget.

It is recommended that the Board approve the request to enter into agreements with Gardiner in 2021 for an amount not to exceed \$79,999.

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

Submitted By: Russ DuPlain

Date: November 2020

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



System Service Solutions

HVAC Select Maintenance Agreement

COVERAGE: LEVEL THREE SELECT MASTER MAINTENANCE AGREEMENT

Ohio State Term Schedule MMA Proposal

MMA Contract Number MMA7461

Index Number MMA632

CONTRACT PRESENTED TO:

Mr. Nate Doney

County of Summit

Developmental Disabilities Board

89 E. Howe Road

Tallmadge, Ohio 44278

PROJECT AND/OR LOCATION:

Adm/Weaver Learning Center

89 East Howe Road

Tallmadge, OH 44278

PRESENTED BY:

Jeff Covert

Account Manager

AGREEMENT NUMBER:

C001937 Renewal | January 1, 2021



SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECT & LOCATION: COUNTY OF SUMMIT, DEVELOPMENTAL DISABILITIES BOARD
ADM/WEAVER LEARNING CENTER
89 EAST HOWE ROAD
TALLMADGE, OH 44278

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

Terms and Conditions: MMA terms and conditions apply.

This agreement price is **\$24,996.00** per year, payable in monthly amounts of **\$2,083.00**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge at the following MMA Hourly Rates:

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

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

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

This agreement is effective from **January 1, 2021 through December 31, 2021**, and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.



SERVICE AGREEMENT PRICING AND ACCEPTANCE

PROJECTS & LOCATIONS: COUNTY OF SUMMIT, DEVELOPMENTAL DISABILITIES BOARD
 BARBERTON CENTER
 CUYAHOGA FALLS CENTER
 BATH CENTER

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

Terms and Conditions: MMA terms and conditions apply.

This agreement price is **\$25,002.60** per year, payable in **monthly amounts of \$2,083.55**. Any repairs provided outside the scope of the agreement will include a \$45.00 daily truck charge at the following MMA Hourly Rates:

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

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

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

This agreement is effective from **January 1, 2021 through December 31, 2021** and shall remain in effect from year to year unless terminated by either party at the end of the anniversary date by giving at least thirty (30) days written notice.

**Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT**

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Allocation of resources for support contracts in 2021	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2021 for an amount not to exceed \$69,457

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$69,457 in 2021

Summary:

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals we serve and managing billing activities.

The annual license cost for Gatekeeper will be \$55,383 in 2021, a 2.0% increase from the 2020 licensing cost.

Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services.

The annual license cost for OhioDD.com will be \$9,074 in 2021, a 3% increase over the 2020 licensing cost.

Summit DD also has \$5,000 budgeted in 2021 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. This is a rough estimate amount, and actual costs are likely to be less.

The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$69,457 for all of 2021, which is allocated in the 2021 budget. This is about \$2,000 more than the 2020 allocation.

It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2021 for an amount not to exceed \$69,457.

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

Submitted By: Russ DuPlain

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

Date: November 2020



Here is the breakdown for quote on the 2021 annual licensing and maintenance contracts:

OhioDD.Com	\$9,074
<u>Gatekeeper total</u>	<u>\$55,383</u>
Consumer Limit	\$46,710
Modules	\$8,173
Database Server	\$500

Let me know if you need anything else. Thanks!

Kristen Stover | Primary Solutions
kristen.stover@primarysolutions.net | P: (614) 430-0355 Ext. 355
Web: www.primarysolutions.net **facebook**

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Inter-governmental Agreement for the Summit 2020 Quality of Life Project	Collaboration between Summit County Department of Job and Family Services (SCDJFS) and nonprofit health and social services providers to serve the most vulnerable citizens of Summit County	The Board renew its funding support for two years for Summit 2020 Quality of Life Project from January 1, 2021 through December 31, 2022, for a total amount not to exceed \$65,000.

SUPPORTING DATA FOR RECOMMENDATION

This contract is managed by Summit County Combined General Health District with SCDJFS, Summit DD, Summit County ADM Board and Summit County Children's Services, sharing equally in the cost of the Agreement. This Agreement has been in operation since 2002 and has focused on these primary indicators and initiatives:

1. Economic stability and prosperity
2. Early childhood
3. Older adults
4. Health and health disparities
5. Government efficiencies and effectiveness

Project goals include:

- Collecting data for 22 indicators to measure the quality of health and social services in Summit County
- Developing plans and goals to improve the quality of services as measured by these 22 indicators
- Implementing plans to strengthen public health and social service infrastructure
- Strengthening collaborations between public health and social service providers and systems

It will be a priority of the directors of the three levy funded agencies (SCDD, ADM, SCCSB) to integrate more agency priorities into the Summit 2020 Plan and to assure that the Plan reflects more initiatives of those agencies.

Summit 2020 is a priority of County Executive Ilene Shapiro with oversight of the project delegated to the Social Services Advisory Board (SSAB).

Funds are available in the budget to cover the Board's share of this contract.

**Reviewed by the December
Finance & Facilities Committee**

Submitted By: John Trunk

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

Date: December 2020

**SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE ELEVEN MONTHS ENDED NOVEMBER 30, 2020 AND 2019**

	11/30/2020			11/30/2019			YTD % BUDGET REMAINING	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2020 ANNUAL BUDGET	2020 YTD ACTUAL	YTD \$ BUDGET REMAINING	2019 ANNUAL BUDGET	2019 YTD ACTUAL	YTD \$ BUDGET REMAINING			
OPERATING REVENUE									
PROPERTY TAXES	\$ 53,434,163	\$ 53,125,454	\$ 308,709	0.6%	\$ 51,941,268	\$ (269,470)		-0.5%	
REIMBURSEMENTS	10,262,948	6,147,313	4,115,635	40.1% 1	13,462,254	4,981,884		37.0%	
GRANTS	1,290,062	1,136,689	153,373	11.9%	1,523,329	250,385		16.4%	
CONTRACT SERVICES	20,000	3,207	16,793	84.0%	120,000	90,521		75.4%	
REFUNDS	-	8,541	(8,541)	0.0%	-	(33,771)		0.0%	
OTHER RECEIPTS	81,500	100,533	(19,033)	-23.4%	96,000	424		0.4%	
TOTAL REVENUE	\$ 65,088,673	\$ 60,521,737	\$ 4,566,936	7.0%	\$ 67,142,851	\$ 5,019,973	\$ 62,122,878	7.5%	
OPERATING EXPENDITURES									
SALARIES	\$ 17,860,147	\$ 15,234,761	\$ 2,625,386	14.7%	\$ 16,409,804	\$ 1,824,390		11.1%	
EMPLOYEE BENEFITS	7,598,570	6,051,929	1,546,641	20.4%	9,278,922	1,853,853		20.0%	
SUPPLIES	414,572	357,860	56,712	13.7%	431,423	138,650		32.1%	
TRAVEL AND TRAINING	344,264	129,719	214,545	62.3%	297,700	27,758		9.3%	
DIRECT CONTRACT SERVICES	9,374,290	6,100,351	3,273,939	34.9% 2	9,565,568	1,832,858		19.2%	
INDIRECT CONTRACT SERVICES	1,834,835	1,222,826	612,009	33.4% 3	1,870,000	487,418		26.1%	
MEDICAID COSTS	28,040,000	23,058,823	4,981,177	17.8%	30,390,000	2,353,442		7.7%	
UTILITIES	562,000	306,203	255,797	45.5%	565,175	181,644		32.1%	
RENTALS	8,000	3,998	4,002	50.0%	8,000	466		5.8%	
ADVERTISING	131,000	112,071	18,929	14.4%	145,000	19,695		13.6%	
OTHER EXPENSES	324,580	266,583	57,997	17.9%	311,817	(2,890)		-0.9%	
EQUIPMENT	111,000	112,047	(1,047)	-0.9% 4	304,000	142,500		46.9%	
REAL PROPERTY IMPROVEMENT	200,000	7,138	192,862	96.4%	300,000	257,719		85.9%	
TOTAL EXPENDITURES	\$ 66,803,258	\$ 52,964,309	\$ 13,838,949	20.7%	\$ 69,877,409	\$ 9,117,503	\$ 60,759,906	13.0%	
NET REVENUES AND EXPENDITURES	\$ (1,714,585)	\$ 7,557,428			\$ (2,734,558)		\$ 1,362,972		
BEGINNING FUND BALANCE		ACTUAL							
PLUS: REVENUE	\$ 52,286,665	\$ 52,286,665							
LESS: EXPENDITURES	65,088,673	60,521,737							
ENDING FUND BALANCE	\$ 50,572,080	\$ 59,844,093							

**Reviewed by the December
Finance & Facilities Committee**

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED NOVEMBER 30, 2020
(Rounded)**

An evenly distributed monthly budget		8.3%
<u>Current Month</u>		
Revenue:		
1 Reimbursements:	Quarterly Medicaid Administrative Claims (MAC) reimbursement.	\$ 519,300
Expenditures:		
2 Direct Contract Services:	Grant awards to eligible providers to help offset costs incurred for staff appreciation activities in recognition of additional efforts during the COVID-19 pandemic.	53,600
3 Indirect Contract Services:	Sanitizing of provider vehicles, day program facilities and homes of individuals served via a contract with In-door Air Quality Consultants.	10,100
4 Equipment:	Annual licensing fee for the Docuware electronic document storage system.	14,500
	Purchase of HP Elite touchscreen notebooks including three year hardware support for each device.	12,600
<u>Year to Date</u>		
Revenue:	Reconciliation of Targeted Case Management (TCM) claims submitted January 1 through June 30, 2020 for the 6.2% additional federal reimbursement.	\$ 189,300
Expenditures:	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



MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, November 19, 2020
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, November 19, 2020 via video conference. The **work session** convened at 5:30 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. James

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
Joe Eck, Director of Labor Relations & Risk Management	Drew Williams, Director of Community Supports & Development
Russ DuPlain, Director of IT & Facilities	
Maggi Albright, Recording Secretary	

I. DISPOSITION OF HOWE ROAD CAMPUS AND BATH CENTER PROPERTIES

The facilities relocation plans included meetings over the past year with representatives from the City of Tallmadge and Summit County to consider the best use of the County-owned Summit DD parcels that will be vacated upon completion of renovations at the Cuyahoga Falls and Barberton buildings. The parties have come to agreements relative to the disposition of the parcels involved, with specifics outlined in the Cooperative Agreement and associated Compensation Agreements in attachment #1. The parties will seek approval from their respective Boards/Councils in November and December. The Howe Road campus is approximately 28 acres and consists of the Tallmadge Center, Administration building and Transportation building. It will be split into four parcels: Eastern split – Transportation area consisting of six acres; Western split – Tallmadge Center consisting of 7 acres; Ballfield split – baseball field behind Administration consisting of 3 acres; Central split – Administration building consisting of 12 acres. The County will pay Summit DD the total amount of \$1,350,000 to retain possession of the Eastern and Western split parcels.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

I. DISPOSITION OF HOWE ROAD CAMPUS AND BATH CENTER PROPERTIES *(continued)*

Compensation will be paid in ten equal installments of \$135,000 with the first payment being made within ten days of the execution of the Compensation Agreement. The remaining nine payments will be made annually by December 31st, commencing on December 31, 2021, with the last payment on December 31, 2029. There will be no interest paid. The County intends to use the Eastern parcel for a public safety storage and operations facility. Summit DD will have use of 4,000 square feet of storage space available in that building or elsewhere. The Western parcel is intended to be used as a regional public safety dispatch and training center. The County and the City of Tallmadge will enter into a real estate purchase agreement for the Central and Ballfield parcels for the sum of \$1.00. This will include an adjacent parcel owned by the County which is currently being used as soccer fields. Summit DD will not receive compensation for the Central or Ballfield parcels. The City intends to use the Central parcel for the purpose of economic development and job creation. Summit DD must vacate the Central parcel no later than December 1, 2022. The Ballfield parcel will be retained for recreational purposes. The Compensation Agreement for the Bath Center campus ensures that the County will use reasonable measures to market the property through its economic development efforts and that Summit DD shall receive all net proceeds from any sale for its sole use and benefit. Superintendent Trunk introduced Brian Nelsen, Summit County Chief of Staff, who has been instrumental in assisting with the development of the Agreements. He thanked Mr. Nelsen, Assistant Superintendent Lisa Kamlowsky and Russ DuPlain, Facilities Director, for their hard work and countless hours spent putting these deals together. Mr. Nelsen mentioned the dispatch center concept planned for the Western parcel has been under development since 2017 and could include eighteen communities in Summit County in a consortium for dispatch services. He stated there has been great collaboration and partnership on this project. Mr. Briggs commented that the Board has wanted to sell the Bath Center property for the past twelve years and this Agreement is a good deal. Mr. Nelsen concurred and noted the Agreement provides the flexibility to make other decisions about that property. The Cooperative Agreement and the Compensation Agreements have been recommended for approval by the November Finance & Facilities Committees.

II. SALE OF SOUTHERN CENTER PROPERTY

In July 2017 Summit DD entered into a five-year lease with Greater Summit County Early Learning Center (GSCELC - aka: SCOPE Academy) to use the building as a public conversion school serving grades K-4. The facility has worked out well and GSCELC would like to purchase the building for its permanent location. Selling this property aligns with Summit DD's future facilities plans. GSCELC submitted an offer to purchase the property for \$346,000. Each party had the property appraised about a year ago with the average being \$457,000.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

II. SALE OF SOUTHERN CENTER PROPERTY *(continued)*

Factoring in the value of lease payments of \$140,000 received to date by Summit DD as well as current commercial real estate market conditions, staff recommend acceptance of the offer as fair and reasonable. Sale proceeds would be added to the Permanent Improvement Fund to offset the costs of renovations to the Barberton and Cuyahoga Falls facilities. Ms. James commented that the sale of all the properties puts the Board in a strong position relative to renovating and relocating to the Cuyahoga Falls and Barberton locations. Mr. Trunk replied the sales will generate base revenue to cover the costs of build outs at the Cuyahoga Falls and Barberton buildings. The November Finance & Facilities Committee recommend approval of the sale.

III. 2021 SUMMIT DD ACTION PLAN

The Summit DD 2021 Action Plan details items that will be addressed in 2021 to fulfill the goals of the 2019-2021 Long Range Plan. Despite the changing landscape due to the COVID-19 pandemic, Summit DD remained on track to meet the action items outlined in the 2020 Action Plan. While some provider support initiatives shifted to supporting providers through the pandemic and plans to support staff, individuals and families in a more remote fashion were unexpected initiatives, Summit DD remained committed to its Mission and Vision. The pandemic response remains a priority in 2021 and Summit DD will continue to address the needs of those it supports. 2021 action items will be cascaded throughout the Agency with department level action plans monitored through the Performance Management System. Feedback on the 2021 Action Plan will be obtained throughout November via virtual and online methods with options for people to mail or phone in feedback as well.

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

2021 Action Items:

- Enhance multi-system collaboration to support adults and youth with intensive needs
- Collaborate with providers to support adults and youth with intensive needs
- Connect individuals to an array of residential options in the community
- Partner with providers to enhance services to individuals we support
- Support individuals, families and providers with technology

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

2021 Action Items:

- Design and implement a Leadership Development Program
- Develop a Diversity and Inclusion Program
- Implement Performance Management System
- Implement and evaluate Telework
- Keep employees informed and engaged

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

III. 2021 SUMMIT DD ACTION PLAN *(continued)*

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

2021 Action Items:

- Implement facilities use plan
- Continue to refine long-term financial forecasts
- Implement Business Intelligence
- Continue to implement and monitor COVID-19 Response Plan
- Maintain staffing levels for core functions

The 2021 Action Plan has been recommended for approval by the November Services & Supports and Finance & Facilities Committees. It has also been reviewed by the HR/LR Committee.

IV. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE AGREEMENT

Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems. As required by the Ohio Revised Code (ORC), Family and Children First Councils must develop a county-specific Service Coordination Mechanism (SCM) which serves as the guiding document for coordination of services in the county. The purpose of the SCM is to streamline and coordinate existing government services for families seeking services for children birth through age 21 and to ensure that eligible families have access to service coordination. A team of professionals meet weekly to:

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

Data from January through August 2020 includes:

- ✓ Wraparound/Service Coordination – 45 referrals accepted and opened (12 were DD involved youth)
- ✓ Case consultation – 11 referrals accepted and reviewed (2 were DD involved youth)
- ✓ Funding requests for community-based services – 33 funding requests reviewed (21 were DD involved youth) – requests included camp, safety items, sensory items, Y memberships, structured activities and mentoring
- ✓ Funding requests for out of home placement (i.e., crisis respite home, residential treatment, etc.) – 27 requests (7 were DD involved youth)

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

IV. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE AGREEMENT *(continued)*

The request is to continue participation in the shared pool agreement in the amount of \$110,700 for the period January 1, 2021 through December 31, 2021. Funds from this contract will be pooled with funds from other county agencies to support various needs of children/families, including residential placements. Contributions to this collaboration in 2020 included Summit DD (\$110,700), Summit County Children's Services Board (\$171,245), Juvenile Court (\$131,084) and the ADM Board (\$145,431). In addition, this group has also received over \$500,000 in state funds to cover the increasing placement costs for eligible youth. This additional funding, along with money from the contributing agencies, has dramatically reduced custody relinquishment in Summit County. Summit DD has two staff who serve as part of the SRC and have access to bring Board-eligible cases to the committee for support and funding recommendations. Funds are available in the budget and the SCFCFC SRC Agreement has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

V. INDOOR AIR QUALITY CONSULTANTS CONTRACT

During the COVID-19 pandemic it is critical that Summit DD support providers with implementing increased cleaning protocols. In August 2020, Summit DD contracted with Indoor Air Quality Consultants (IAQ), an Akron-based commercial cleaning and consulting company, to provide cleaning services to providers. IAQ uses an aerosol-based cleaning method that can quickly clean vehicles, homes and day programs. Summit DD has been offering this service to transportation providers, homes and day programs when people test positive for COVID-19. Summit DD would like to continue to offer this service in 2021 to support individuals and providers. The contract would be for the period January 1, 2021 through December 31, 2021 in an amount not to exceed \$100,000. Superintendent Trunk noted this is an essential service and providers and families have been satisfied with the services provided by IAQ. However, staff will be doing a little more research to see if other businesses offer the same services so that additional quotes can be obtained. The Superintendent thanked Drew Williams and his staff for the nearly \$1M in support to local providers. Funds are available in the budget and the November Services & Supports and Finance & Facilities Committees recommend support of a contract for these services.

VI. SUMMIT COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT

Summit DD and the Summit County Department of Jobs & Family Services (DJFS) have had a collaborative agreement since 2013. The contract supports a dedicated DJFS worker whose sole responsibility is to assist Summit DD staff and eligible individuals with Medicaid enrollment, Medicaid waivers, food assistance programs and access to various other DJFS programs.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

VI. SUMMIT COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT *(continued)*

Individuals, families and Summit DD staff have direct access to the DJFS worker and do not have to go through the Akron DJFS office for support. This allows the caseworker to address special issues and barriers that can delay Medicaid enrollment. The dedicated DJFS worker provides over 250 individuals and SSAs with support each month. The request is to enter into a contract with DJFS for the period January 1, 2021 through December 31, 2021 in an amount not to exceed \$84,000, which is an increase of \$2,000 over last years contract to cover the cost of salary increase for the dedicated worker. Reimbursement would be made to DJFS on a monthly basis. Funds are available in the budget and the DJFS contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

VII. NORTHEAST OHIO NETWORK CONTRACT

Summit DD contracts with Northeast Ohio Network (NEON) to act as a flow through for reimbursement of funds to individuals and families using the Family Engagement Program (FEP). These funds allow individuals ages birth-22, without Medicaid waivers, the ability to access up to \$1,800 of funding which can be used to participate in activities that enhance their lives. Activities can include summer camps, community programs, school activities, therapy, specialized equipment and technology supports. Families pay for the goods/services up front and are reimbursed for their documented expenses. The contract allows NEON to deposit the reimbursement funds directly into a parent/guardian account. To date, 516 families have accessed FEP, with the majority using funds to pay for both community-based (39) and specialized (50) camps, community classes/clubs (130), respite (70) and adaptive equipment (70). In 2020 there has been a decrease of over 150 families, specifically those accessing camp and community classes/clubs, due to COVID-19. The request is to enter into a contract with NEON for the administration of the FEP. The contract also includes \$6,000 for annual membership dues. The contract would be for the period January 1, 2021 through December 31, 2021 in an amount not to exceed \$621,000. Funds are available in the budget and the NEON contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

VIII. SUCCESS4KIDZ CONTRACT

Summit DD follows an evidence-based early intervention (EI) model recommended by the Ohio Department of Developmental Disabilities (DODD). This model provides consultative, in-home services to families through a coaching approach. Summit DD has contracted with Success4Kidz (S4K) to provide consultative therapy services since 2007, which includes:

- Participating in evaluations to determine eligibility for early intervention services

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

VIII. SUCCESS4KIDZ CONTRACT *(continued)*

- Meeting weekly with Help Me Grow (HMG) service coordinators and developmental specialists (DS) to ensure families are supported by one primary service provider who is backed by a team of support professionals
- Adding OT and PT staff to the team of professionals who can serve as the primary service provider. This allows the team to select from not only the DS and speech therapist but also the OP and PT, allowing for the best fit for each family
- Providing consultative services to the Inclusion Department for children in childcare centers

In the past nine months, S4K has completed 2,039 home/telehealth visits and evaluations, which is an increase of 117 visits over the same period in 2019, acting as both the primary and secondary service provider. This is an average of 227 visits per month, which is an increase of 16 visits per month over 2019. This increase is consistent with the increase in children eligible for EI services. The recommendation is to enter into a contract with S4K for the period January 1, 2021 through December 31, 2021 in an amount not to exceed \$476,500. Costs are billed hourly at \$75/hour or \$18.75 per unit of service, which is the standard Medicaid rate. Funds are available in the budget and the S4K contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

IX. GARDINER CONTRACT

Summit DD uses Gardiner to provide routine and emergency maintenance on all the aging HVAC units at all facilities. The annual cost for the maintenance contract is \$49,999 for 2021, which is the same cost as 2020. Summit DD has also budgeted \$30,000 in 2021 for repairs that are outside of the maintenance contract such as non-maintainable parts (i.e., heat exchangers, ductwork, structural supports, water/steam/drain piping, wiring, replacement of obsolete equipment, etc.). This \$30,000 may be a high estimate, however, as the HVAC units age, particularly at the Administration building, there is increased risk of needing significant repairs. The combined total of the 2021 contract could not exceed \$79,999. Funds are available in the budget and the Gardiner contract has been recommended for approval by the November Finance & Facilities Committees.

X. PRIMARY SOLUTIONS CONTRACT

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking individuals served and managing billing activities. The annual license cost for Gatekeeper will be \$55,383 in 2021, which is a 2% increase over 2020. Summit DD uses OhioDD.com provided by Primary Solutions for tracking billing and utilization of services. The annual license cost for OhioDD.com will be \$9,074 in 2021, which is a 3% increase over 2020.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

X. PRIMARY SOLUTIONS CONTRACT *(continued)*

An additional \$5,000 has also been budgeted in 2021 for customized work and training from Primary Solutions that is beyond what is included in the licensing agreements. The total amount of the 2021 contract would not exceed \$69,457. Funds are available in the budget and the Primary Solutions contract has been recommended for approval by the November Finance & Facilities Committees.

XI. CONSTRUCTION MANAGER AT RISK SELECTION – SUMMIT CONSTRUCTION

The Board approved the Cuyahoga Falls and Barberton facilities renovation project in December 2019 under resolution #19-12-03. In order to move forward with the design and development of the project, a construction manager at risk (CMR) is required. In May, a request for quotation (RFQ) to select the construction management firm for the CMR role was initiated with eleven responders. A review and scoring process was completed to evaluate the responders, which led to the top four firms being selected to go through the request for proposal (RFP) process. Out of the RFP process, Summit Construction as the firm that was selected as the best fit for the project. Summit DD contracted with Summit Construction in 2009 and 2010 for the original construction of the Cuyahoga Falls and Barberton facilities. Summit Construction's proposal includes demolition, construction and all related CMR services at an estimated cost of \$5,829,333. A 5% contingency of \$291,467 has been added for a total cost not to exceed \$6,120,800, which is below the budgeted amount for this portion of the project. Funds are available in the permanent improvement fund and the CMR selection of Summit Construction has been recommended for approval by the October Finance & Facilities Committee.

XII. OCTOBER FINANCIAL STATEMENTS

October ended in a positive position of \$9,249,727 and a fund balance of \$61,536,392. Revenue in October included \$2,640,000 for second half homestead and rollback tax settlement. Expenditures in October included payment of \$26,500 to Oriana House, \$70,500 paid in grant awards to eligible providers, \$13,700 to Indoor Air Quality Consultants for sanitizing services for providers and families, \$500,000 contribution to the Summit County COVID-19 Non-profit Emergency Relief Grant Program with the Akron Community Foundation, \$4,784,600 for quarterly waiver match (which included \$290,395 for additional support to residential providers), \$391,500 for quarterly waiver administration fee and \$26,500 to purchase HP Elite touchscreen notebooks. The October Financial Statements have been recommended for approval by the November Finance & Facilities Committee.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

WORK SESSION *(continued)*

XIII. SURPLUS INVENTORY

There is surplus inventory from the Tallmadge Center that is no longer needed or of useful value that is being requested for disposal. Some of the items listed in attachment #13 may be sold to other local governmental entities and the rest will be offered via internet auction by a Summit County vendor who specializes in online auctions. Any remaining items will be disposed of in an environmentally safe manner. The surplus inventory identified in attachment #13 has been recommended for disposal by the November Finance & Facilities Committee.

The work session adjourned at 6:20 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:20 p.m.

I. APPROVAL OF MINUTES

A. OCTOBER 22, 2020 (combined work session and regular meeting)

RESOLUTION

No. 20-11-01

Mrs. Ricks moved that the Board approve the minutes of the October 22, 2020 combined work session and regular meeting, as presented in attachment #14. The motion, seconded by Mr. Briggs, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

BOARD MEETING *(continued)*

II. BOARD ACTION ITEMS

A. CONSTRUCTION MANAGER AT RISK – SUMMIT CONSTRUCTION

RESOLUTION No. 20-11-02

Mrs. Gaugler moved that the Board approve the selection of Summit Construction as the Construction Manager at Risk for renovations at the Cuyahoga Falls and Barberton locations, in an amount not to exceed Six Million One Hundred Twenty Thousand Eight Hundred Dollars (\$6,120,800);

Be it further resolved that Superintendent is authorized to negotiate and execute an Agreement with Summit Construction to perform said services and take all other actions necessary to carry out the transactions contemplated by said Agreement. The motion, seconded by Mr. Dohnal, was unanimously approved.

B. OCTOBER FINANCIAL STATEMENTS

RESOLUTION No. 20-11-03

Ms. James moved that the Board approve the October financial statements, as presented in attachment #12. The motion, seconded by Mrs. Gaugler, was unanimously approved.

C. SURPLUS INVENTORY

RESOLUTION No. 20-11-04

Mrs. Ricks moved that the Board approve the disposal of surplus inventory, as identified in attachment #13. The motion, seconded by Mr. Briggs, was unanimously approved.

III. SUPERINTENDENT'S REPORT

A. MISCELLANEOUS UPDATES

Superintendent Trunk reported that of the 80 individuals with COVID-19 symptoms, 55 have tested positive with five people hospitalized and released and three deaths. The return of individuals to day programs has been very slow, which is fine given the recent spikes in COVID-19 cases. The Superintendent thanked Drew Williams and his staff for the continued support to Summit County providers. The County is offering \$5M in local funds as grants to non-profit organizations.

MINUTES – combined work session and regular meeting
Thursday, November 19, 2020

BOARD MEETING *(continued)*

III. SUPERINTENDENT'S REPORT *(continued)*

A. MISCELLANEOUS UPDATES *(continued)*

Summit DD added \$500,000 to this program, which along with previous Summit DD grants to providers, PPE, cleaning supplies, etc., will now exceed \$1M in relief funds Summit DD has provided to the community. Superintendent Trunk also thanked Brian Nelsen and staff in the Executive's office for the support received and the CARES dollars recovered, which is in excess of \$200,000.

The Superintendent gave a special thank you to Judge Elinor Stormer for again hosting an art exhibit in the courthouse. The featured artwork includes artists with disabilities and will be displayed at the courthouse and online. Judge Stormer has been a tremendous partner!

IV. VICE PRESIDENT'S COMMENTS

Mr. Quade noted the first part of the Board Meeting is referred to as the work session but it's the staff that does the majority of the work. The Board is not complacent when there are no questions asked; it represents confidence in staff and the understanding that there is considerable work and planning that goes into preparing information for the Board. He offered deep and sincere gratitude to staff for conducting due diligence and all the work that goes into preparing detailed presentations and information for the Board.

With the rising number of COVID-19 cases, Mr. Quade reminded everyone to keep health and safety first before anything else. The number of cases continues to increase; cases doubled in September, October numbers doubled those in September and November is on track to double the number of October cases. However high the numbers get, when we work together, we can do amazing things. He urged everyone to be careful, be smart, be thankful and be safe and use technology whenever possible to mitigate risk.

There being no further business, the Board Meeting adjourned at 6:42 p.m.

Tami Gaugler, Secretary

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

2021 BOARD MEETING SCHEDULE

Combined Work Sessions and Regular Monthly Meetings

Board Meetings are held the on the **fourth Thursday** of each month at **5:30 p.m.**, unless otherwise noted (*). Due to COVID-19 Board Meetings will be held virtually. The public can listen by accessing a link on the front page of Summit DD's website (www.summitdd.org). Public comment must be submitted in writing to Maggi Albright at malbright@summitdd.org by noon on the day of the meeting. Comments should be no more than 750 words in length.

- January 28th
- February 25th
- March 25th
- April 22nd
- May 27th
- June - **NO MEETING**
- July 22nd
- August 26th
- September 23rd
- October 28th
- November 18th (*)**
- December 16th (*)**
- January 27, 2022**

Please note that meeting dates, locations, or times are subject to change, and may be confirmed by calling 330-634-8082.