

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
ANNUAL ORGANIZATIONAL MEETING AND
COMBINED WORK SESSION/REGULAR MONTHLY MEETING

AGENDA

Thursday, January 28, 2021
VIA VIDEO CONFERENCE
5:30 p.m.

ANNUAL ORGANIZATIONAL MEETING

- I. CALL TO ORDER – 2021 ORGANIZATIONAL MEETING
- II. ELECTION OF OFFICERS
 - A. PROPOSED: PRESIDENT
VICE PRESIDENT
SECRETARY
 - B. ELECTION OF OFFICERS
- III. ETHICS COMMITTEE
- IV. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES
 - A. PROPOSED: FINANCE & FACILITIES COMMITTEE
HR/LR COMMITTEE
SERVICES & SUPPORTS COMMITTEE
- V. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT
- VI. ADJOURN ORGANIZATIONAL MEETING

WORK SESSION

DISCUSSION ONLY ITEMS

- I. MASTER AGREEMENT WITH SUMMIT HOUSING DEVELOPMENT CORPORATION
- II. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- III. EXTENSION REQUEST - POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- IV. INTELLINETICS CONTRACT
- V. DECEMBER FINANCIAL STATEMENTS
- VI. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2021 MEMBERSHIP DUES

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. DECEMBER 17, 2020 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. EXTENSION REQUEST - POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)
 - B. INTELLINETICS CONTRACT
 - C. DECEMBER FINANCIAL STATEMENTS
 - D. OHIO ASSOCIATION OF COUNTY BOARDS OF DEVELOPMENTAL DISABILITIES (OACB) 2021 MEMBERSHIP DUES
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Availability of community-based housing options for individuals	Using state capital assistance dollars as they become available to fund the acquisition or development of residential housing options	Board authorize master agreement with Summit Housing Development Corporation for acquisition of residential property as needed

SUPPORTING DATA FOR RECOMMENDATION

Summit Housing Development Corporation (SHDC) is a private, not-for-profit corporation, with a corporate purpose of developing, acquiring, and managing housing that is affordable to individual citizens with developmental disabilities. Summit DD and Summit Housing have a long history of collaboration with a shared purpose of ensuring a variety of affordable residential options are readily available when individuals need housing. Currently, SHDC owns and serves as landlord for approximately 100 homes in Summit County in which individuals with developmental disabilities reside.

The Ohio Department of Developmental Disabilities makes community capital assistance funds available to county boards to assist them in acquiring housing for individuals receiving community-based support services. In order to access that state funding, county boards must have a contract with either a nonprofit corporation specifically chartered to develop housing for individuals, or a local housing authority. The contract must include all terms required pursuant to OAC 5123-1-03, including the requirement that the county board maintain a mortgage interest in any housing purchased with the dollars.

Under current rules, state dollars can be used to acquire single family homes, a duplex, a quadplex, a manufactured home, a condominium, or for newly-constructed housing. Summit DD and SHDC enjoy a good relationship and communicate and exchange information on a regular basis to ensure alignment relative to housing needs of persons in Summit County.

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

Submitted By: John Trunk

Date: January 2021

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

**CONTRACT BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
SUMMIT HOUSING DEVELOPMENT CORPORATION**

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 89 East Howe Road, Tallmadge, OH 44278, hereinafter referred to as “the Board” and Summit Housing Development Corporation, an Ohio Non-Profit Corporation with its principal office at 431 Broad Boulevard, Cuyahoga Falls, OH, 44221, hereinafter referred to as “Corporation”, recites that:

WHEREAS, Corporation is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing housing that is available and affordable to individual citizens with developmental disabilities; and

WHEREAS, the Board seeks to promote the acquisition, development, and ongoing management of affordable and inclusive housing options for persons with developmental disabilities who live in Summit County; and

WHEREAS, the parties seek to facilitate individual choices of persons with disabilities in the selection of their own housing to maximize the stability and longevity of these choices, to assist these persons to be integrated in the community with persons who do not have disabilities, and to allow these persons to live in housing at affordable rent; and

WHEREAS, the Board wishes to enter into a Contract with Corporation to enable the Board to disburse State Community Capital Assistance Funds to Corporation as the Board, in its sole discretion, deems reasonable and necessary for housing options in Summit County.

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

ARTICLE I: CONTRACT TERM

The provisions of this contract shall become effective on January 1, 2021 and shall remain in force and effect up to and including January 1, 2022.

ARTICLE II: COMPLIANCE WITH LAWS AND REGULATIONS

In providing all services pursuant to this Contract, the parties shall abide by all statutes, ordinances, rules and regulations, pertaining to or regulating the provision of housing services to individuals with developmental disabilities.

ARTICLE III: CORPORATION OBLIGATIONS

A. Exclusive Right to Manage

1. The Corporation shall have the exclusive right to manage Summit Housing Development Corporation for the purposes of providing the services described in this contract, subject only to the Board's rights as defined in the Contract.
2. The Corporation shall consult with the Board prior to acquiring property for or leasing property to individuals served by the Board. The Corporation shall have the exclusive right to terminate a lease agreement and/or evict any resident referred by the Board according to Corporation's own lease agreement and eviction policy, and in compliance with Ohio Law and relevant DODD regulations. Corporation agrees to consult with the Board in an effort to resolve concerns prior to exercising its eviction policy.
3. The Corporation's right to manage applies exclusively to the performance of services covered by this Contract and does not authorize Corporation to perform administrative activities, service coordination, or oversight functions of the Board.

B. Services to be provided:

1. The Corporation will acquire residential property with funds provided by the Board, including Community Capital Assistance Housing Program funds, for the purpose of providing housing at affordable rents on behalf of individuals who choose to reside in a property owned/managed by Corporation. Property acquisition with such funds will be done with the active participation of the Board and individuals using or contemplating residential services, or their representatives, in the selection of the property. Individuals will be given residential options to choose from, allowing individuals to make reasonable and responsible choices from those options. The parties will take into consideration the following factors: monthly rent, related expenses, neighborhood, availability of transportation, accessibility, health and safety, physical layout of the residence, roommates, or other relevant factors when assisting individuals with their choice of residence. Should the parties disagree regarding tenant selection, the parties agree to immediately institute the Dispute Resolution Process which has been agreed to by the parties and which is incorporated into, and which is attached as Attachment A.

2. Corporation will submit to the Board upon reasonable request, all information concerning the housing of an individual referred by the Board, including but not limited to, the purchase and sales agreement, inspection reports, appraisals, and/or financing. This information may be used for funding applications and other related activities. On an annual basis Corporation shall submit an accounting of revenue and expenses for each home covered under this Contract.
3. The Corporation shall acquire and manage properties obtained pursuant to this Contract and any related supplemental contracts in an appropriate manner and in accordance with its obligations under the Ohio Revised Code in order to protect the Board's security in such property.
4. The Corporation agrees to grant the Board a security interest in any property it purchases through public funds as is required under Ohio law.
5. Within thirty (30) days after the closing on any property acquired by the Corporation utilizing Community Capital Assistance Funds, Corporation shall supply the Board with a copy of the final closing statement, insurance policies, the deed, and any notes, and/or mortgages concerning property acquired.
6. Unless otherwise authorized or approved by the Board, funds provided to Corporation by Board shall be used exclusively for the acquisition of properties as set forth in this Contract and for administration, maintenance and related expenses for such properties in which individuals with disabilities reside.
7. The Corporation shall meet all requirements pursuant to Ohio Revised Code as applicable to non-profit corporations.
8. The Corporation will develop and administer rent subsidies, as appropriate or available, to applicable individuals from all available sources.
9. The Corporation agrees to allow Summit DD to conduct periodic quality inspections of homes covered under this contract, and to participate in any corrective action deemed necessary to ensure health and safety through this process.
10. The Corporation agrees to abide by all state statues, rules and regulations pertaining to the use of community assistance funds for the purchase, acquisition sale and maintenance of housing for individuals in supported living and will abide by all applicable federal rules and regulations.
11. The Corporation agrees throughout the term of this Contract and any renewal period to provide and keep in effect, at its cost and expense, fire and extended coverage insurance for the benefit of the Corporation and the Board, in an

amount sufficient to cover the replacement cost of any properties acquired by the Corporation. The level of coverage may be reviewed annually by the Board during the term of this Contract and the Board may require the Corporation, at its cost, to increase coverage to reflect accepted industry standards.

12. The Corporation shall be responsible for the filing of income tax or information returns with the US Internal Revenue Service, State of Ohio, and local government as required.

C. Corporation Assurances:

No member of the Corporation's Board shall participate in the deliberation or voting regarding any contract entered into by the Corporation, in which the Board Member, or any Member of the Board Member's family, has any direct or indirect interest. Further, no member of the Corporation's board shall be an owner of any property purchased by the Corporation.

D. Certification:

The Corporation shall be certified as may be required to provide housing to individuals with developmental disabilities in accordance with all applicable rules and laws established by local, state, federal regulatory agencies.

E. Information and Evaluation:

1. Corporation shall submit upon reasonable written request by the Board, any information, data, reports, or other documentation deemed to be pertinent to the contracted services. In making such request, the Board shall indicate the date by which the requested information is to be provided and such date shall allow the Corporation reasonable time to comply.
2. Corporation shall submit reports to the Board and to such other persons and/or agencies in a manner as may be required by applicable federal and state law.
3. The parties agree to meet on a quarterly basis to address any issues or concerns that have been identified through applicable review processes or feedback channels. As part of this process, the parties may agree to enter into a written plan to address any such deficiencies.
4. Corporation shall submit to the Board an annual audit conducted by a Certified Public Accountant within ten (10) days of the completion of such audit. All necessary materials for such audit shall be submitted by the Corporation to the accountant by February 28th of each year with recommended date of completion annually by May 1st.

ARTICLE IV: BOARD OBLIGATIONS

- A. The Board agrees to abide by the Rules and Regulations of the Ohio Department of Developmental Disabilities.
- B. The Board shall arrange for the provision of applicable support services and staff which it determines is needed for the persons to appropriately reside in such residences subject to the availability of funds. The Board shall have the sole discretion to determine what resources are available for the provisions of services. Such responsibilities shall be conducted according to applicable supported living laws and rules of the Ohio Department of Developmental Disabilities and other governing state and federal laws and regulations.
- C. The Board shall ensure that persons choosing to reside in properties of the Corporation are cognizant of their responsibilities in choosing to reside in such property.
- D. The Board shall assist residents of the property in mediating any issues that may arise relating to the management of the property by the Corporation.
- E. The Board, pursuant to requests by the Corporation and subject to approval by the Board of said requests and amounts, shall make grants to the Corporation of state community assistance funds solely for the acquisition and purchase of housing to meet the needs of persons with disabilities served by the Board. Such grants shall not exceed the total allocations given to the Board by the State and are subject to the availability of such monies from the state. The Board may at its discretion grant other monies for purposes of repairs, maintenance and other operations of the Corporation.
- F. The Board shall maintain a legal interest in all properties acquired by the Corporation with public monies in accordance with the terms and conditions of the revenues used to acquire such properties and in accordance with the agreement between the state and the Board regarding use of state capital grant monies. The Board shall maintain its legal interest through a note and a first position mortgage (when a lending institution is not involved) or a second position mortgage on the property in the amount equal to that given by the Board and used by the Corporation to acquire the individual property.
- G. The Board shall have the authority to authorize the Corporation in writing to reinvest proceeds from sales of any properties in which the Board has an interest to acquire additional properties for use in accordance with this Contract. Such sales shall be in accordance with a determination of fair market value of the property as determined by one or more appraisals and will comply with the terms of this Contract. The Board shall require the Corporation to repay the Board its interest in the property if Corporation sells said property without the Board's approval.

- H. The Board may require the Corporation to repay value of the Board's Interest in property for breach of the Corporation's obligations which may include failure on the part of the Corporation to make payments on the property in the manner prescribed by any mortgage on said property or if the Corporation is in substantial violation of the terms and conditions of any of the contracts governing the acquisition of properties by the Corporation. The Board shall also have the right to assume the mortgage on the property with said right being a condition of the mortgage and an option of the Board and the right to insist on the transfer of title to the property to the Board or a substitute nonprofit Corporation in the event of default or violation of the contract terms and conditions by the Corporation, or if the Corporation is dissolved or files for bankruptcy.
- I. The Board may review and evaluate the services delivered by Corporation on a continuing basis to ensure that such services are delivered in accordance with this contract and with applicable state and federal laws and regulations. The Superintendent of the Board and the Executive Director of the Corporation or their appointed designee shall meet no less than annually to discuss the Corporation's efforts pursuant to this contract, to discuss grant allocations, and to permit the Board the opportunity to ascertain whether the Corporation is complying with the terms and conditions in this contract.

ARTICLE V: FINANCIAL PROVISIONS

A. Transfer of State Community Capital Assistance Funds:

The Board shall commit, for the entire term of this contract unless this contract is terminated pursuant to its terms, to transmit to Corporation all Community Capital Assistance funds that the Board shall receive per project application submitted to the State of Ohio.

ARTICLE VI: INSURANCE AND INDEMNITY

- A. Corporation hereby agrees to indemnify and hold harmless the Board for any and all costs and expenses associated with carrying out Corporation's duties under this contract, unless otherwise provided herein, including, but not limited to all deductibles on all insurance policies, and all losses occasioned by Corporation's failure to acquire insurance coverage as required.
- B. Corporation shall indemnify and hold the Board harmless against any and all third-party claims, suits, damages, or liability arising out of services provided pursuant to this contract, and against any final orders or decrees or judgments which may be entered therein, for damages.

ARTICLE VII: TERMINATION, MODIFICATION, AND NOTICE OF INTENT TO RENEW

- A. No termination clause specified herein may be used by any party unless such party has first utilized the Dispute Resolution Process set out in Article VIII of this Contract. No termination clause specified herein may be used by any party unless such party has provided 90 days prior written notice to the other party. If termination is invoked because of breach of this Contract, during the 90-day prior notice period, the party in potential breach shall have the opportunity to cure the alleged breach. This contract may be terminated, and the obligations of all parties shall cease if any of the following conditions occur:
1. Either party may terminate upon material breach of a substantial term or terms of this Contract.
 2. The Board may terminate this Contract upon the issuance by any government agency of a notice of violation of a statute, code, or regulation regarding a risk to health, safety, or welfare to a resident of a property operated by the Corporation. However, before the Board can terminate the Contract pursuant to this clause, the Board must first allow the Corporation 90 days to remedy any such problem.
 3. The Board may terminate this Contract if Corporation defaults on any mortgage obligation regarding property acquired pursuant to this Contract, or if the Corporation is in violation of the terms and conditions of any contracts governing the acquisition of properties by the Corporation.
 4. This Contract shall be terminable by the Board in its sole discretion upon the Corporation filing for bankruptcy, a foreclosure against any property of the Corporation, finding of insolvency, appointment of receiver, assignment for benefit of a creditor, and other insolvency situation rendering Summit Housing Development Corp, Inc. incapable of fulfilling their mission.
- B. This Contract may be amended or modified only by written agreement of the parties.
- C. In the event this Contract is terminated or not renewed according to the terms specified herein, the Board may require the Corporation to repay the value at the time of the termination or non-renewal of the Board's legal interest in property. The Corporation shall transfer the title of property acquired pursuant to this agreement to the Board to the extent that such transfer of title is necessary to repay the Board for its legal interest in such property pursuant to this clause.

ARTICLE VIII: DISPUTE RESOLUTION

In the event that a dispute arises under the provisions of this Contract, the parties shall follow the procedures set forth in the attachment entitled "Dispute Resolution" which is incorporated as part of this Contract. The time requirements may be changed by consent of all parties in writing.

ARTICLE IX: MISCELLANEOUS PROVISIONS

- A. The parties agree that the rights, duties, and responsibilities set forth herein shall not be assigned without the prior written consent of the other. The parties agree that this Contract is fully enforceable and binding in its entirety upon all entities which may acquire or be a successor in any way to either party.
- B. All notices required to be given herein shall be in writing and shall be sent to the following respective addresses:
- TO: John Trunk, Superintendent
Summit County Developmental Disabilities Board
89 East Howe Road
Tallmadge, Ohio 44278
- TO: Tom Jacobs, Executive Director
Summit Housing Development Corporation
431 Broad Boulevard
Cuyahoga Falls, OH 44221
- C. This document and the attachments hereto set forth the full agreement between the parties and supersede all prior agreements or contracts between the parties.
- D. Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer of tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless it is revised or terminated pursuant to Article VII of this Contract.
- E. At all times during the duration of this Contract, the Board and Corporation shall act as independent contractors in connection with the performance of their respective obligations under this Contract.

Summit County Developmental Disabilities Board:

Signature: _____

Name: John Trunk

Title: Superintendent

Date: _____

Summit Housing Development Corporation:

Signature: _____

Name: Tom Jacobs

Title: Executive Director

Date: _____

Attachment A

DISPUTE RESOLUTION
DUE PROCESS PROCEDURES

The following process is to be used to resolve any and all disputes that may arise from the Contract process.

1. The Board and the Corporation shall first meet informally and confer in good faith to attempt to resolve any problems or disputes which may arise during the course of the Contract.
2. This dispute resolution process may be initiated by either a representative of the Board or a contract provider and is intended to provide a formal mechanism for addressing matters dispute when more informal means have been unsuccessful.
3. Issue for which this formal dispute resolution is invoked must relate in some manner to a specific provision of the Contract process in relation thereto.
4. The party invoking this dispute resolution process shall do so by sending written notice to the Board/principle executive officer and board chairperson of the other Corporation, if applicable:
 - a. This written notice is to be sent within fourteen (14) calendar days of the time the matter of dispute took place the time the disputing party and opportunity to learn of the matter.
 - b. This written notice shall state explicitly that the formal dispute resolution process called for in this policy is being invoked.
 - c. This written notice shall identify the specific action or inaction which is being contested and reference the specific provision which is allegedly being violated.
5. Within fourteen (14) calendar days of the receipt of such written notice, the Board, and the Corporation, or chief executive officer of the Corporation. Shall meet to resolve the matter in dispute.
6. If these two individuals are unable to resolve the matter within the allotted fourteen (14) calendar days, they each shall commit to writing their understanding of what points of dispute remain and of the facts and any relevant documentation which bear on this matter.

These written statements, along with notice of impasse, shall be submitted to the Chairperson of both organizations (if applicable) within twenty-one (21) days of original filing of written notice.

7. The Board shall arrange for a joint meeting of the Board of Trustees or specified delegates of the Board of Trustees and the Corporation and members of the Corporation board, if applicable, to review the matter of dispute and attempt to resolve it.
 - a. This meeting shall take place at a mutually agreeable time, but not later than forty-five (45) days after the initial filing of the dispute notice.
 - b. Both the Board and the Corporation shall select their respective representatives to the joint meeting.
 - c. In addition, the Board and the Corporation, or principal executive officer of Corporation, shall be invited to participate in this joint meeting.
 - d. Any preliminary resolution of the dispute growing out of this joint meeting, assuming that full satisfaction by both organizations may be subsequently required, shall be committed to writing and signed by the Chairpersons of both organizations.

8. By mutual consent, a third-party mediation procedure may be incorporated into the dispute process. This may occur at such time as resolution cannot be reached at Step 7.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit Housing Development Corporation (SHDC) for payment of rent and utilities.	Contract supports rent and utilities for three crisis respite homes in Summit County.	Approval of contract with SHDC for rent and utilities for January 1, 2021 to December 31, 2021. Contract amount not to exceed \$58,200.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: Supports rent and utilities for a total of 10 bedrooms.

Amount of Increase: 0

This contract is between Summit DD and Summit Housing Development Corporation (SHDC) for the payment of rent and utilities for three respite homes in Summit County. Summit DD uses these homes for temporary placement of adults and teenagers during a time when they can no longer remain at their current residential location.

About five years ago Summit DD and the Summit County ADM Board collaborated to open a respite home for adults who were dually diagnosed with both a developmental disability and also had a mental health diagnosis. The purpose of this home was to provide an emergency, short term placement option for individuals who can no longer be maintained in their current residential situation. The intent of this home is to stabilize the individual and then transition them back home or find an alternate long-term residential option. This home has proved to be vital in the emergency placement of many adults in Summit County, often having both bedrooms full. The average stay is about 3 months and most individuals transition very successfully out of the home. This home is owned by SHDC and currently staffed by ViaQuest. Since its inception, Summit DD and ADM have split the rent and utilities utilizing money in a shared account that each agency contributes to. Total rent and utilities for this home is \$1300 per month.

In 2018, Summit DD received a two-year grant from the Ohio Department of Developmental Disabilities which provided funding for the start up of a crisis respite home for teens. Once again, Summit DD secured a home owned by SHDC and used the grant money to pay the rent and utilities. The purpose of this home is to provide short term stabilization to youth with developmental disabilities in an effort to keep them in their local community while providing support to both them and their families. This model is a bit different in that the direct support staff actually live in the home. Summit DD contracts with Koinonia to provide this "house parent" model. This model works so much better for the teens in the home as they are able to build relationships with the staff and leave the home more mature and independent. The success of this home has been used as a model across the state. Once the grant with DODD ended, Summit DD secured an additional grant to pay the majority of the \$1500 rent and utilities through the end of June 2021.

Earlier this year need arose for an additional home for youth. Summit DD partnered with SHDC who purchased a twin plex house. This home is unique in that one side of the home utilizes the "house parent" model provided by Koinonia while the second side allows for a more independent living option. The idea is that youth can transition from the more supported side to the independent side and then eventually out in the community with minimal or no supports. This home offers two bedrooms on one side and three bedrooms on the transitional side. Total rent and utilities are \$2700 per month.

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: January 2021

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

In summary:

	Rent & Utilities (monthly)	Rent & Utilities (annually)	Current Funding Sources
Adult Respite Home	\$1300	\$15,600 (half = \$7800)	Shared ADM & Summit DD
Kids Respite Home 1	\$1500	\$18,000	Currently covered by grant
Kids Respite Home 2	\$2700	\$32,400	Summit DD

Total cost for this contract is \$58,200. Money is in the 2021 budget.

Recommended for approval by the January 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: January 2021

**CONTRACT BETWEEN SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD AND SUMMIT HOUSING DEVELOPMENT
CORPORATION**

This Contract is made and entered into by and between Summit County Developmental Disabilities Board ("Summit DD"), a Board authorized and created under the provisions of Ohio Revised Code Chapter 5126, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, and Summit Housing Development Corporation ("SHDC"), an Ohio non-profit corporation with its principal office located at 431 Broad Boulevard, Cuyahoga Falls, Ohio 44321:

WHEREAS, SHDC is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing affordable housing to individual citizens with developmental disabilities; and

WHEREAS, SHDC is the owner of certain homes located in Barberton, Cuyahoga Falls and Stow which are currently used exclusively by Summit DD to fill immediate housing needs of individuals in crisis;

NOW, THEREFORE, the parties desire to formalize this arrangement through this Contract and agree as follows:

I. Summit DD Obligations

- A. Summit DD is responsible to identify, through the team planning process:
 - a. Individuals who are appropriate for housing in a residential option covered by the terms of this Contract;
 - b. Appropriate and adequate providers who are authorized to provide services to individuals; and
 - c. Any unusual risk behaviors of individuals that require notification to SHDC.
- B. Summit DD is responsible to monitor provider compliance with staffing and services provided in the homes; such services to be provided based on individual needs as identified in each Individual Service Plan ("ISP").
- C. Summit DD will address issues relative to the quality of service provision in the homes with the responsible providers.
- D. Summit DD will reimburse SHDC for monthly rent and utilities for each home covered by this Contract. Specific information identifying individual home(s) and cost of rent and utilities for same is identified in Exhibit A, attached hereto and incorporated by reference into this Contract.
- E. Summit DD will reimburse SHDC for repairs or maintenance due to tenant damage, when that damage is outside of ordinary and customary tenant wear and tear and when Summit DD has given prior approval for the expenditures.

II. Summit Housing Development Corporation Obligations

- A. SHDC agrees that it will not seek tenants for any of the homes used for respite under this Contract.
- B. SHDC will maintain each home under this Contract in good condition and shall provide routine maintenance and related repairs at its cost.
- C. SHDC agrees to maintain in its name and in active status all utilities in each home under this Contract.
- D. SHDC will present to Summit DD for prior approval cost estimates for repairs or maintenance that are necessary due to tenant damage and that fall outside of its normal and customary obligations under Section IIB above.

III. Amount of Contract. The amount of this Contract shall not exceed Fifty-Eight Thousand Two Hundred Dollars (\$58,200) and is limited to Summit DD's 2021 appropriation. Payment shall be made in twelve (12) equal installments based on the costs identified in Exhibit A.

IV. Term and Termination. This Contract is effective from January 1, 2021 through December 31, 2021. This Contract may be terminated by either party at any time for cause or for no cause by providing the other party with notice in writing not less than sixty (60) days prior to terminating this Contract.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date indicated below.

SUMMIT HOUSING DEVELOPMENT
CORPORATION

SUMMIT COUNTY DEVELOPMENTAL
BOARD

Thomas J. Jacobs
Executive Director

John J. Trunk
Superintendent

Date

Date

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Extend the availability of benefits to employees under Policy 2036, based on the (now expired) Families First Coronavirus Response Act (FFCRA)	Policy 2036 expires December 31, 2020 by its terms	Board approve revisions to Policy 2036 to extend the availability of benefits through March 31, 2021

SUPPORTING DATA FOR RECOMMENDATION

The Families First Coronavirus Response Act (FFCRA) required certain employers to provide their employees with paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. Summit DD responded by approving Policy 2036 effective April 1, 2020 through December 31, 2020, the effective dates of the FFCRA. The policy incorporates the federal mandates under FFCRA by affording eligible employees up to ten (10) days of paid sick leave for qualifying reasons related to COVID-19. In addition, it expands eligibility for family and medical leave for qualifying reasons related to COVID-19 to employees who have been employed by Summit DD for at least thirty (30) days.

Since April 1, 2020, (12) Summit DD employees have used the emergency paid sick leave benefit under this policy, and (3) employees have used the FMLA expansion for childcare purposes. The recommendation is to extend this policy through March 31, 2021 to continue to provide employees with these additional leave options as the vaccine is administered and schools strive to re-open in person by March 1, 2021.

We are aware of several other county boards in Ohio who are similarly extending their policies through the first quarter of 2021.

Reviewed by the January HR/LR Committee.

Submitted By: Lisa Kamlowsky For: _____ Superintendent/Assistant Superintendent
 _____ Finance & Facilities Committee
 _____ Services & Supports Committee
 _____ HR/LR Committee

Date: 1/2021

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

PURPOSE

To **extend the availability of benefits previously afforded under** ~~comply with~~ the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This policy will be in effect from April 1, 2020, until **March 31, 2021** ~~December 31, 2020~~. Summit DD's existing FMLA Policy 2025 still applies to all other reasons for leave outside of this policy.

EXPANDED FMLA LEAVE

Employee Eligibility

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

Reason for Leave

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

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

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

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

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

"School" means an elementary or secondary school.

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

Duration of Leave

Employees will have up to twelve (12) weeks of leave to use from April 1, 2020, through **March 31, 2021**~~December 31, 2020~~, for the purposes stated above. This time is included in and not in addition to the total FMLA leave entitlement of 12 weeks in a 12-month period.

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

Pay During Leave

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

Employee Status and Benefits During Leave

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

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

Procedure for Requesting Leave

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

Employee Status After Leave

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

EMERGENCY PAID SICK LEAVE

Eligibility

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

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

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

Eligibility *(continued)*

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

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

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

Amount of Paid Sick Leave

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

Rate of Pay

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

Interaction with Other Paid Leave

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

Procedure for Requesting Emergency Paid Sick Leave

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

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

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

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

Carryover

Paid emergency sick leave under this policy will not be provided beyond **March 31, 2021** ~~December 31, 2020~~. Any unused paid sick leave will not carry over **beyond March 31, 2021** ~~to the next year~~ or be paid out to employees.

Job Protections

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

Please contact the HR Department with any questions.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Digitizing the physical files of individuals no longer served by SummitDD.	Reduce amount of paper files in preparation for moving out of our current facility, and in line with the goal of digitizing all files in Records.	Approval of contract with Intellinetics to scan certain paper files and return them to Summit DD in a digital format. Contract amount not to exceed \$95,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: Decades worth of persons served records totaling about 1,000,000 pages.

This contract is between Summit DD and Intellinetics, a software and scanning company which has worked with roughly 2/3 of the County Boards in Ohio. Intellinetics was selected after receiving three proposals:

3sgplus, LLC	\$102,645
Avalon	101,664
Intellinetics	95,000

Intellinetics offers the best rate, and they are also a vocational habilitation worksite serving individuals with developmental disabilities in Central Ohio.

Summit DD Records staff are focused on digitizing decades worth of paper files in order to make our Records system more efficient and modernized. The files targeted for scanning are those of individuals no longer served by the Board, for reasons other than death, but are required by rule to be retained. Contracting with Intellinetics to scan these paper files will allow their return to us in a digital format that our Records staff can then index and organize in our digital system. The file space equals roughly 515' of files, the equivalent of 57 (4) drawer filing cabinets.

One-time fees will be paid with the order and processing fees will be reimbursed monthly, in an amount not to exceed \$95,000.

Funds are available in the 2021 budget.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Date: January 2021

Services & Supports Committee

HR/LR Committee

Intellinetics Document Scanning Services


For



10/29/2020

No part of this document may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying or recording, to any other entity than the one listed on the document, for any purpose other than to review and for consideration of the opportunity and acceptance, without the express written permission of Intellinetics. Any pricing included in this proposal will be honored for thirty (30) days from the date listed above.




Intellinetics Document Scanning Services (DSS)

This proposal defines the services and deliverables for the conversion of critical legacy Individual paper files for the Summit County Board of Developmental Disabilities (SCBDD). These services will be provided by the Intellinetics' Document Scanning Services (DSS) division, which operates in partnership with ARC Industries, an Accredited Community Rehabilitation Provider (CRP) #GDC706. The immersive Intellinetics DSS program employs individuals with developmental disabilities and is focused on training and long-term employment in the community. This proposal is comprised of tasks performed by individuals from both Intellinetics and ARC Industries side-by-side. The tasks provided by DSS program participants are specifically noted within the proposal with the ARC logo . In addition, these services will be provided in partnership with SCBDD's Records team, who will prepare and box all the documents for transport and process the digital files back into SCBDD's DocuWare platform.

Scope of Work


This proposal and pricing are based upon the information provided by SCBDD in this process which is that there is about 515 linear feet of files to be scanned, which equates to about approximately 1,000,000 pages. The pricing presented is based upon this volume, although actual costs will be the volume scanned and/or a specific budgeted amount specified by SCBDD.

- a. Document Preparation and Transfer
 - i. It is assumed that all Individual files will be boxed and ready for transfer before arrival
 - ii. Intellinetics will provide SCBDD with box labels for efficiency and consistency in box-labeling methodology
 - iii. Intellinetics will provide an on-site team to catalog, pack onto transfer truck(s) and transport to Intellinetics
 - iv. All boxes will be labeled with information for tracking, inventory and chain of custody using the Intellinetics-provided labels
 - v. Prior to departing, SCBDD will sign-off on box-list and count prior to releasing, and subsequent acceptance of documents for transport to Intellinetics

- vi. Upon arrival at Intellinetics, all boxes will be “checked-in” by documenting box details and quantity received and signed-off by Intellinetics personnel
- b. Document Processing 
 - i. All files will be processed with the same model that includes:
 - 1. Document removal from source box
 - 2. Staple removal
 - 3. Fastener removal
 - 4. Transferred to Scanning / Indexing / Quality Assurance
 - 5. Documents will be re-filed in original folder and re-boxed
- c. Scanning and Indexing Processes to be Provided 
 - i. All related images to an Individual will be scanned and indexed into the same “folder” during processing
 - ii. File folders will not be scanned
 - iii. Sticky notes, if present, will not be scanned
- d. Indexing Model 
 - i. SCBDD will provide .CSV file of summary index information for quality assurance and data validation
 - ii. Name of Indexes
 - 1. Local ID
 - 2. Last Name
 - 3. Middle Initial
 - 4. First Name
 - 5. DOB
 - iii. Individual files that do not related to any Local ID provided or there is not sufficient information to confirm will be assigned a temporary ID whereby SCBDD can review and update prior to data-export and delivery

Project Deliverables and Operations Model

One-time Cost Deliverables

- 1. Intellinetics will catalog and pickup pre-labeled boxed documents for transfer.
- 2. Upon arrival at Intellinetics, boxes will go through an intake process to preserve chain of custody and inventory receipt. 

3. A secure SCBDD IntelliCloud domain will be provisioned and configured for on-line access via the Internet by SCBDD to view already-processed or newly-requested documents, perform quality sampling, and review any documents assigned a temporary ID for research and possible Index update(s).
4. SCBDD will be able to make file request on-line through the Intellinetics Client Portal 24x7x365, most requests filled within 24 hours or less.
5. IntelliCloud will remain accessible throughout the duration of the project.
6. An audit log of image / index information and page counts will be used for billing and quality assurance.
7. Upon project completion, Intellinetics will exports the index and image file data and deliver to SCBDD on a portable disk drive in standard IntelliCloud export format - <XML> + Group IV Multi-Page TIFF format.

High Level Estimate on Project Timeline (after receipt of Order)

- | | |
|---|------------------------|
| 1. Document Transfer | TBD |
| 2. Ongoing document conversion services | 24-36 Weeks from start |
| a. Preparation | |
| b. Indexing | |
| c. Q/A | |
| d. Upload | |

Pricing:

Professional Services	Unit	Qty.	Total
One-time Fees	\$9,995	1	\$ 9,995
Onsite Document pickup			
Job / IntelliCloud setup			
IntelliCloud Online Access			
Data Export / Job Close			
Document Scanning Service			
Document Scanning Services / page – all services above included. Price shown for an estimated 1,000,000 pages. Actual counts will be used for billing.	\$ 0.0788	1,000,000	\$ 78,800
Certified Destruction			
Document Shredding per Box	\$ 4.50	425	\$ 1,913



Notes

1. Volumes in pricing for page count and/or box count are estimated, actual amounts to be used.
2. SCBDD is responsible for providing written approval for Intellinetics to shred documents within 45 days of written notice of job completion and index / image filed data delivery to SCBDD, or a box storage fee of \$500 / month will apply.
3. Fifteen (15) file requests per month are available at no additional charge to SCBDD while they are off-site at Intellinetics for scanning. Request #16 and above in each month, will incur a \$5 fee and resets at the beginning of each month.

Payment Terms and Milestones:

100% of one-time fees due with order. Processing fees billed monthly; actual image count will be billed for work completed that month.

Purchase Authorization:

As an authorized representative of my organization, I approve this purchase.

SCBDD SIGNATURE

DATE SIGNED

SCBDD NAME AND TITLE

INTELLINETICS SIGNATURE

DATE SIGNED

James F. DeSocio, President & CEO

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE YEARS ENDED DECEMBER 31, 2020 AND 2019

	12/31/2020				12/31/2019			
	2020 ANNUAL BUDGET	2020 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2019 ANNUAL BUDGET	2019 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 53,434,163	\$ 53,125,454	\$ 308,709	0.6%	\$ 51,941,268	\$ 52,210,738	\$ (269,470)	-0.5%
REIMBURSEMENTS	10,262,948	6,708,869	3,554,079	34.6%	13,462,254	11,297,931	2,164,323	16.1%
GRANTS	1,290,062	1,594,607	(304,545)	-23.6%	1,523,329	1,335,078	188,251	12.4%
CONTRACT SERVICES	20,000	3,207	16,793	84.0%	120,000	29,479	90,521	75.4%
REFUNDS	-	8,541	(8,541)	0.0%	-	33,771	(33,771)	0.0%
OTHER RECEIPTS	81,500	103,972	(22,472)	-27.6%	96,000	99,278	(3,278)	-3.4%
TOTAL REVENUE	\$ 65,088,673	\$ 61,544,650	\$ 3,544,023	5.4%	\$ 67,142,851	\$ 65,006,275	\$ 2,136,576	3.2%
OPERATING EXPENDITURES								
SALARIES	\$ 17,860,147	\$ 16,569,005	\$ 1,291,142	7.2%	\$ 16,409,804	\$ 15,830,792	\$ 579,012	3.5%
EMPLOYEE BENEFITS	7,598,570	6,680,973	917,597	12.1%	9,278,922	8,008,756	1,270,166	13.7%
SUPPLIES	414,572	346,444	68,128	16.4%	431,423	318,947	112,476	26.1%
TRAVEL AND TRAINING	344,264	136,808	207,456	60.3%	297,700	310,917	(13,217)	-4.4%
DIRECT CONTRACT SERVICES	9,374,290	7,038,068	2,336,222	24.9%	9,565,568	8,316,566	1,249,002	13.1%
INDIRECT CONTRACT SERVICES	1,834,835	1,350,950	483,885	26.4%	1,870,000	1,465,981	404,019	21.6%
MEDICAID COSTS	28,040,000	23,058,823	4,981,177	17.8%	30,390,000	28,036,558	2,353,442	7.7%
UTILITIES	562,000	323,439	238,561	42.4%	565,175	417,265	147,910	26.2%
RENTALS	8,000	3,998	4,002	50.0%	8,000	8,284	(284)	-3.6%
ADVERTISING	131,000	120,366	10,634	8.1%	145,000	134,283	10,717	7.4%
OTHER EXPENSES	324,580	297,187	27,393	8.4%	311,817	319,062	(7,245)	-2.3%
EQUIPMENT	111,000	132,527	(21,527)	-19.4%	304,000	210,681	93,319	30.7%
REAL PROPERTY IMPROVEMENT	200,000	7,138	192,862	96.4%	300,000	61,781	238,219	79.4%
TOTAL EXPENDITURES	\$ 66,803,258	\$ 56,065,726	\$ 10,737,532	16.1%	\$ 69,877,409	\$ 63,439,873	\$ 6,437,536	9.2%
NET REVENUES AND EXPENDITURES	\$ (1,714,585)	\$ 5,478,924			\$ (2,734,558)	\$ 1,566,402		
BEGINNING FUND BALANCE	\$ 52,286,665	\$ 52,286,665						
PLUS: REVENUE	65,088,673	61,544,650						
LESS: EXPENDITURES	(66,803,258)	(56,065,726)						
ENDING FUND BALANCE	\$ 50,572,080	\$ 57,765,589						

Recommended for approval by the
January Finance & Facilities Committee

SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE YEAR ENDED DECEMBER 31, 2020
(Rounded)

Revenue:

1 Grants:

Quarterly Title XX reimbursement.

\$ 92,100

Expenditures:

2 Direct Contract Services:

Grant awards to eligible providers to help offset costs during the COVID-19 pandemic.

230,300

Sanitizing of provider vehicles, day program facilities and homes of individuals served via a contract with In-door Air Quality Consultants.

28,000

Incremental funding of the Family Engagement Program for individuals enrolled in the program.

147,000

3 Indirect Contract Services:

County chargeback for annual Internal Audit fees,

14,200

Annual licensing, maintenance and support contract renewals for the following applications:

ComDoc - Job Router workflow system,

13,300

Binary Defense Systems - Enhanced security monitoring of our IT systems,

32,400

Altura Communications - phone system.

20,300

Purchase of HP Elite touchscreen notebooks including three year hardware support for each device.

20,500

County chargeback for annual CAFR audit fees (county annual financial audit).

25,800

Revenue:

Reimbursements:

Grants:

Under-budget largely due to not receiving an anticipated cost report audit settlement. This deficit was offset by a temporary increase in federal reimbursement for Targeted Case Management.

Better than budget due to an unanticipated increase in Help Me Grow funding to help offset grant related staffing costs.

Expenditures:

Salaries:

Planned staffing increases were temporarily put on hold with the onset of the COVID pandemic creating many vacancies throughout the year but are currently filled or on track to be filled.

Employee Benefits:

Lower than budgeted staffing levels has a direct impact on benefit costs. In addition, workers compensation insurance cost was offset by a state rebate contributing to the under-budget results.

Direct Contract Services:

Due to the COVID-19 pandemic, utilization of day program and transportation services funded with levy dollars was far below what was budgeted. Savings were re-directed to helping providers by awarding grants and supplying much needed PPE.

Indirect Contract Services:

Overall less spending than budgeted.

Medicaid Costs:

Under-budget due to a temporary 6.2% increase in the federal share of waiver match.

Equipment:

Large purchases of computer equipment needed for remote work.

COVID Costs:

Costs directly related to the COVID-19 pandemic are included in the Supplies, Contract Services and Medicaid Costs areas and include the following:

Provider grant awards including a collaboration with the Akron Community Foundation

Additional funding to HPC providers increasing waiver match

Provider PPE, training and sanitizing costs

SCDD internal maintenance and IT costs

Subtotal

Credited by the county with CARES act funds

Net COVID costs

\$ 970,800

290,400

278,100

26,900

1,566,200

(250,000)

\$ 1,316,200

**SUMMIT COUNTY DD BOARD
SUMMARY OF CHANGES IN FUND BALANCE
SCHEDULE OF OTHER FUNDS
FOR THE YEAR ENDED DECEMBER 31, 2020**

Gifts and Donations Fund

Fund Balance, 1/1/2020	\$	62,501
Add Revenue:		
Donations		7,174
Interest income		96
		7,270
Less Expenditures		5,164
Ending Fund Balance, 12/31/2020	\$	64,607

Medicaid Reserve Fund

Fund Balance, 1/1/2020	\$	1,312,572
The second payment from DODD to be used to help offset the increase in waiver match relative to the DSP wage increases.		
		1,601,675
Fund Balance, 12/31/2020	\$	2,914,247

Permanent Improvement Fund

Fund Balance, 1/1/2020	\$	8,230,160
Add Revenue:		
Proceeds from the sale of vehicles		59,665
Reimbursement for land acquisition at the Cuyahoga Falls (CF) location		167,414
		227,079
Less Expenditures:		
Land survey costs at CF		2,838
Project management for RFP process		15,114
Architect services		164,800
Legal fees		25,121
		207,873
Ending Fund Balance, 12/31/20	\$	8,249,366

Escrow Fund - Bid Deposits

Ending Fund Balance, 12/31/20	\$	6,602
* No activity		



December 2, 2020

John Trunk
Summit County Board of DD
89 E Howe Ave
Tallmadge, OH 44278

Dear Superintendent Trunk:

Thank you for being a member of the Ohio Association of County Boards of Developmental Disabilities.

2020 has been a year unlike any other in our lifetimes. A global pandemic quickly turned our world upside down in almost every way imaginable. National civic unrest prompted a long-overdue conversation on civil rights and racial justice. A deeply divisive presidential election challenged our nation's values as we determined who would lead us into the future.

Throughout all of this uncertainty, county boards of DD have not wavered in their support of people with developmental disabilities and their families. In fact, county boards have risen to the occasion time and time again to ensure the people they serve—and the system that supports them—will not only survive, but thrive when this period of uncertainty ends.

While many new and difficult challenges lie ahead in the coming year, we know county boards of DD are up to the task. Your steadfast leadership in these unprecedented times has been an inspiration to us all, and we are eager to continue fighting on your behalf in 2021.

Attached to this letter you will find a brief overview of the many ways OACB put your membership dues to work in support of county boards over the past 12 months. This report, which was shared with our board of trustees yesterday, lists only a handful of accomplishments in each of the organization's four "pillars" of service—advocacy, communications, professional development, and technical assistance. A more comprehensive report is forthcoming early next year.

If you have any questions, either about the information contained in the following pages, or about any other topic, please do not hesitate to contact me at the email listed below.

In closing, thank you again for all you have done (and continue to do) in support of people with developmental disabilities and their families. Together, we will reach new heights in the coming year.

With gratitude,

A handwritten signature in black ink that reads "Bridget Gargan". The signature is written in a cursive, flowing style.

BRIDGET GARGAN

Executive Director

bgargan@oacbdds.org



2020 Member Services Highlights

As is customary at the end of the calendar year, OACB is once again providing members with a brief overview of the association's accomplishments from the preceding 12 months. A snapshot of these accomplishments from a very tumultuous year has been included in the following pages.

This document has been divided into the four "pillars" of service identified in OACB's mission statement—advocacy, communications, professional development, and technical assistance—as well as a section pertaining to the association's general operations.

Advocacy

- **Enhanced Federal Medical Assistance Percentage (eFMAP)**
OACB successfully advocated in support of county boards keeping the additional 6.2% reimbursement percentage authorized by the federal government to handle increased expenses due to the pandemic with DODD, who secured this on behalf of Ohio's DD service delivery system. Our system was the only Medicaid-funded program area permitted by the State of Ohio to "keep" its eFMAP due to the significant local contribution of county boards of DD.
- **Provider Financial Support**
 - o **ADS/VH Providers**
 - **Acuity C:** OACB advocated in support of Ohio's Adult Day Services/Vocational Habilitation (ADS/VH) providers who have been at continual risk of closure due to mandatory group size limits and reduced attendance caused by the pandemic. The association was instrumental in developing the consensus among members to support a month-by-month universal "Acuity C" rate for ADS/VH services that lasted from July to December 2020.
 - **Acuity B:** In addition, OACB helped establish consensus among county boards for a universal "Acuity B" minimum rate for ADS/VH services for the first quarter of 2021 (with those individuals who qualify for "Acuity C" staffing ratios to continue receiving "Acuity C" reimbursement rates as is standard).
 - o **HPC Providers**
 - **Temporary Emergency Rate Increase (TERI):** During the initial weeks of the pandemic, OACB aggressively lobbied the State of Ohio to include a Temporary Emergency Rate Increase (TERI) for Homemaker-Personal Care, On-site On-Call, and Ohio Shared Living providers when the Ohio Department of Medicaid submitted its initial "Appendix K" application—including direct advocacy with Governor Mike DeWine. Unfortunately, the state declined this request when it was first made; however, we believe it was instrumental in laying the groundwork for the state's later decision to approve relief.

- One-Time Payment: In September 2020, DODD proposed (and OACB strongly supported) a one-time payment/stipend of approximately two weeks' worth of billings to all active HPC/OSOC/OSL providers. The resources for this one-time payment were a mix of local dollars and state funds, which when combined with federal Medicaid reimbursement, amounted to approximately \$74 million in much-needed relief.
- Renewed Advocacy in Late 2020: As the pandemic reaches unprecedented heights, OACB advocated strongly on behalf of its members to increase our system's financial support of residential waiver service providers by renewing our call for a Temporary Emergency Rate Increase (TERI) and calling for a second one-time payment for HPC/OSOC/OSL services. In addition, OACB advocated in support of targeted financial support for providers facing unique challenges due to COVID-19 outbreaks among both staff and people served.

- **Remote Board Meetings**

OACB joined with other local government representatives in lobbying for county boards to meet remotely/virtually throughout the pandemic. OACB supported this legislative change when it was initially implemented early in 2020 and delivered written testimony in support of an extension amended into HB 404 that reauthorized this ability past its original December 1 expiration date.

- **Single ISP Software Integration**

As the pandemic rages, work continues within the state bureaucracy to implement a single, statewide Individual Support Plan (ISP) for all 88 county boards. At the strong insistence of our members, OACB successfully advocated in the early stages of the single ISP's development for existing county board software titles (such as Gatekeeper, Brittco, and others) to work directly with the new system being created within DODD to share information via a process that has become colloquially known as "data exchange."

While this agreement was reached early in the ISP development process, it had fallen to the wayside and was at serious risk of being broken due to miscommunication between various divisions at DODD. Had OACB not stepped in and advocated forcefully for a return to this agreement, tens of millions of dollars invested by county boards in their local ISP infrastructure and county board management systems may have been lost as the state enforced the use of its own, proprietary software platform. This work continues under close monitoring by OACB staff and county board software vendors.

- **ADS/VH Future Structure "Blueprint" Committee**

In a similar fashion to the state's single ISP workgroup, a second major policy workgroup is continuing its work despite the ongoing COVID-19 pandemic. A foundational reorganization of the adult day services and vocational habilitation payment and service delivery system is currently underway, with as many as five separate subcommittees meeting (on top of the overarching "full" committee) to discuss a systemwide shift in how our system provides services to adults during the day. OACB has been instrumental in guiding the work of this committee by offering strategic direction and advocacy on behalf of county boards in each of the subcommittee topic areas, which include work activities, non-work activities, finance, communications, transportation, and quality/governance.

Communications

- New Publications

o COVID-19 Updates

- To ensure that county boards of DD were able to access the latest, most accurate information during the pandemic in a single location that was easy to understand and reference as needed, OACB created a new email publication—*COVID-19 Updates*—that quickly became the go-to source of news and information for board members, superintendents, and staff across the state.
- As of this document, 75 issues of this email publication have been distributed since March. It has become OACB's largest and most-sought-after electronic publication since launching its current roster of e-publications in 2011.
- Types of information shared within this publication have included, but are not limited to: official texts of government orders, technical assistance materials created by OACB, policy interpretations for county board staff, important statistics and reports concerning the pandemic, availability of personal protective equipment (PPE), and similar topics.
- We attribute the success of *COVID-19 Updates* to the quality, immediate usability, and accuracy of the materials shared—three essential components of any organization's crisis response strategy.
- Members have shared their glowing praise for the information contained in *COVID-19 Updates* on countless occasions—both during statewide virtual meetings as well as in direct communication with OACB staff—offering the association great encouragement that it is achieving its desired outcome.
- This publication will continue until the pandemic has subsided, which we hope to be sometime in 2021.

o SSA Today

- Despite the onslaught of new information shared within the association's other publications and channels during the pandemic, OACB staff still managed to create a second, new electronic publication—*SSA Today*—targeted at those professionals on the front lines of service delivery in our system: service and support administrators/service coordinators at Ohio's 88 county boards of DD.
- While this publication had long been considered for introduction, it remained on the back burner for more than a year as other projects took precedence. As *COVID-19 Updates* quickly showed its ability to unite county boards around a single source of information, however, we realized there was no time like the present to build upon this foundation of success.
- Launched in Q4, *SSA Today* has already been distributed 8 times (once per week) this year. Members have praised the information contained within this publication as much as they have with *COVID-19 Updates*, signaling that this publication is likely to become a permanent offering in the months and years ahead.

Professional Development

Annual Convention

- This year's OACB Annual Convention is unlike any other in the history of the association due to a variety of factors related to the COVID-19 pandemic. These historic "firsts" include:
 - The convention will take place virtually over the Zoom platform for all 36 sessions;
 - The convention features OACB's first-ever "Equity and Inclusion" track to begin addressing the lack of representation within our system, a first step toward the association's stated priority;
 - The number of days for sessions and other programming have expanded from three to nine (in order to allow all participants to attend all sessions without scheduling conflicts);
 - Attendance records for unique attendees have been shattered, largely due to the change in format, topics, and pricing structure;
 - The association's required annual meeting, the OACB Delegate Assembly, will take place virtually for the first time in the organization's history; and
 - Evaluations will be required for all sessions in order to claim CPDU, which will allow for a much greater level of analysis and planning for future events, among others.
- As of the time this document was written, only the first week of the convention has taken place. As such, the figures below only represent a partial overview of the event's record-breaking success thus far.

	Projected Registration	Actual Registration	Checked-in Participants	Unique Participants
Week 1 (November 17-19)	1,875	4,395 (+201%)	3,778 (85.96%)	1,491
Week 2 (December 1-3)	1,650	4,380 (+265%)	TBD	TBD
Week 3 (December 8-10)	1,825	4,138 (+227%)	TBD	TBD

Executive Development Program (EDP)

- While the first three sessions were able to take place in person in the months of January, February, and March, the pandemic's arrival forced OACB to transition its biennial leadership series—the Executive Development Program (EDP)—to an all-virtual format for the last five units (10 program days) of the year.
- Creating a revised program was a significant undertaking, as many of the speakers and topic areas had to be retooled to fit within a virtual platform. Nevertheless, all 80+ participants soldiered through the change, and all graduated in November 2020 with their full credit.

Technical Assistance

- COVID-19 Support

- In short, OACB staff members have spent thousands of hours providing both individualized and statewide support to county boards in nearly every aspect of their operation, from service planning and direct supports to financial management, communications, personnel, and others.
- The sheer volume of pandemic-specific technical assistance OACB has offered to its members simply cannot be addressed in this summary-style document without doing a serious injustice to the around-the-clock support offered by the association's staff, so I will not try to do so here. A more complete accounting of the unique supports offered by the association to its members will be provided after the end of the year.
- One more easily-quantifiable aspect of OACB's technical assistance operations throughout the pandemic is the new *COVID-19 Resources* section within MemberConnect, which includes **182** technical assistance documents sorted into **19** topic-specific tabs. Altogether, OACB members have downloaded these materials **15,470** times since March 16.

- **County Board Virtual Meetings by Staff Responsibility Area**

In addition to regular meetings at the regional and statewide level with superintendents mentioned previously, OACB staff conducted regional and statewide meetings with county board staff members based on their individual job responsibilities in a variety of areas. These areas included: communications/community outreach, human resources, SSAs, and business managers. These meetings were essential to the successful early management of the pandemic and continue today.

Operations

- **Representation, Equity, and Inclusion**

- In response to the national civil rights movement that re-ignited as a result of the killings of George Floyd in Minneapolis and Breonna Taylor in Louisville, KY in June, OACB committed itself to addressing the lack of representation, equity, and inclusion in Ohio's county board of DD system. Several initial efforts were included in a report to the Board of Trustees over the summer, and those efforts are ongoing.
- In addition, OACB has represented county boards on a statewide steering group that includes representatives from the Ohio Provider Resource Association, the Ohio Department of Developmental Disabilities, the Ohio Department of Mental Health and Addiction Services, the Ohio DD Council, and others on a statewide strategy to address these topics in a meaningful way. More will be shared from this effort in the beginning of 2021.
- Last but not least, OACB has created a new track at this year's virtual Annual Convention on representation and inclusion, featuring three sessions on important related topics. These include: unconscious/implicit bias, use of gender pronouns, and antiracism training featuring self-advocates from northwest Ohio.

- **OACB Office Space**

- As a result of the pandemic, OACB transitioned fully to a remote workforce/work-from-home environment in mid-March and has yet to return to an office environment. This successful transition has prompted a reconsideration of the association's long-term needs for the large office building it currently owns at 73 E Wilson Bridge Road, particularly in light of the high condo association fees, property taxes, and overhead costs (utilities, maintenance, etc.) that are required to keep the building in working order.
- In October, the Board of Trustees empaneled its Operations Committee to meet with a realtor and determine the viability of selling the association's property on the open market. It is expected that the organization would likely find a much smaller footprint to return to once the pandemic is complete if such a sale were to be successful, likely much closer to the Statehouse and the state office tower in downtown Columbus.
- This work is ongoing and may result in the association listing (and selling) the property in calendar year 2021.

Questions and Additions

As stated previously, this document represents only a snapshot of the many accomplishments achieved by the association during what is perhaps the most unprecedented year since it was founded in 1983. As such, there are likely elements of OACB's member services that are missing or under-represented in this summary. These will be included in a full update to members at a later date.

Questions about this document may be directed to Adam Herman (aherman@oacbdd.org).

INVOICE

OACB

73 E Wilson Bridge Road, Suite B1

Date	Invoice #

Bill To
Summit CBDD 89 E. Howe Road Tallmadge, OH 44278

P.O. No.

Description	Amount
2021 OACB Membership Dues	92,700.00

Thank you for your support! Please include the invoice number on your checks payable to OACB.

Total \$92,700.00

Payments/Credits

Balance Due \$92,700.00



MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, December 17, 2020
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, December 17, 2020 via video conference. The **work session** convened at 5:34 p.m.

BOARD MEMBERS PRESENT

Meghan Wilkinson, Board President
Tom Quade, Vice President
Tami Gaugler, Board Secretary
Dave Dohnal
Randy Briggs
Denise Ricks
Allyson V. 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. Both Summit County Council and Tallmadge City Council recently approved the Cooperative Agreement. 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.

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. 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. 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. The November Finance & Facilities Committee recommend approval of the sale.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

WORK SESSION *(continued)*

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

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.

WORK SESSION *(continued)***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)

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.

WORK SESSION *(continued)*

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. He stated staff gathered additional information from 4-5 other companies that offer a similar service, however, Indoor Air Quality Consultants offered the most comprehensive services for the best price. 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. 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.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

WORK SESSION *(continued)*

VII. NORTHEAST OHIO NETWORK CONTRACT *(continued)*

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, so there could be carry-over funds that would be used next year. 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 (S4K) CONTRACT

Summit DD follows 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 S4K to provide services since 2007, which includes:

- Participating in evaluations to determine eligibility for early intervention services
- 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/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 OT/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.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

WORK SESSION *(continued)*

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. 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. SUMMIT 2020 QUALITY OF LIFE PROJECT INTERGOVERNMENTAL AGREEMENT

Summit 2020 is a collaboration between Summit County Department of Job and Family Services (DJFS), the Summit County ADM Board, Summit County Children's Services and Summit DD that has been in place since 2002 and focuses on primary indicators and initiatives that include economic stability and prosperity, early childhood, health and health disparities, older adults and government efficiencies and effectiveness. Project goals include collecting data to measure the quality of health and social services in Summit County, developing plans and goals to improve the quality of services, implementing plans to strengthen public health and social service infrastructure and strengthening collaborations between public health and social service providers and systems. Summit 2020 is a priority of County Executive Ilene Shapiro with oversight of the project delegated to the Social Services Advisory Board (SSAB). It is a priority of the Directors of the three levy funded agencies (Summit DD, ADM and CSB) to integrate more agency priorities into the Summit 2020 Plan and to assure the Plan reflects more initiatives of the three agencies.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

WORK SESSION *(continued)*

XI. **SUMMIT 2020 QUALITY OF LIFE PROJECT INTERGOVERNMENTAL AGREEMENT** *(continued)*

The contract is managed by the Summit County Combined General Health District and the request is for Summit DD to renew its funding support for two years from January 1, 2021 through December 31, 2022 for a total amount not to exceed \$65,000.

Mr. Quade stated he supports this program and asked relative to indicator #4 health and health disparities, sometimes also referred to as health equity, if there are efforts to specifically gather data on the disability population. Mr. Trunk replied that there are and said those conversations have taken a back seat to the pandemic but there have been discussions around the unique challenges that people with disabilities face and the importance of making sure the community is addressing the needs. Funds are available in the budget and continued participation in the Summit 2020 Quality of Life Project has been recommended for approval by the Superintendent.

XII. **NOVEMBER FINANCIAL STATEMENTS**

In November, approximately \$519,300 in revenue for quarterly Medicaid Administrative Claims (MAC) reimbursement was received. Expenditures included grant awards to eligible providers of \$53,600, payment of \$10,100 to Indoor Air Quality Consultants for sanitization services, \$14,500 for annual licensing fees for Docuware and \$12,600 to purchase HP Elite notebooks and hardware support. November ended with a balance of \$7,557,428 and a fund balance of \$59,844,093. The fund balance is due to an unusual amount of federal pandemic support received and funds being underspent on some initiatives due to COVID-19. Mr. Quade asked if staff anticipate additional federal funds being received next year as well since the pandemic effects will last into the summer of 2021. Mrs. Pozna replied that enhanced FMAP is expected through March, but she is not sure beyond that. Mr. Trunk added that a larger share of Medicaid costs has been picked up. Utilization is lower with only about 25% of adults attending day programs so match obligation has been below forecast. The November financial statements have been reviewed by the December Finance & Facilities Committee.

The work session adjourned at 6:12 p.m.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:12 p.m.

I. BOARD MEMBER CAUCUS

Ms. Wilkinson welcomed Jason Dodson as the newest Summit DD Board Member. Mr. Dodson was appointed to the Board by County Executive Ilene Shapiro/County Council to a term that commences January 1, 2021 and runs through December 31, 2024. Mr. Dodson was formerly the Chief of Staff for the County Executive's office and is currently a shareholder with Roetzel & Andress. He brings a wealth of knowledge and experience and all are excited to have him as part of the team.

II. PUBLIC COMMENT

Ms. Wilkinson read a public comment from Leslie Frank, a parent and former Summit DD staff: *I appreciate Randy Briggs' time serving on the Board and thank him for his time, knowledge and input serving as a Board Member; he will be missed. I wish Jason Dodson a warm welcome to the Board. This is a cohesive Board with a great group of people and I am looking forward to his service. Even though 2020 has been an unusual year, I appreciate the work of staff provided, especially my son's SSA who has been as helpful and accessible as ever. The Cuyahoga Falls Center auction seems to have gone smoothly and I won several items that I had bid on. I hope 2021 brings lower COVID numbers, vaccinations and a return to near normalcy. I am thankful that Summit County is blessed to have such great staff, a great Board and a great Superintendent. Merry Christmas and a safe new year.*

III. APPROVAL OF MINUTES

A. NOVEMBER 19, 2020 (combined work session and regular meeting)

RESOLUTION No. 20-12-01

Mr. Quade moved that the Board approve the minutes of the November 19, 2020 combined work session and regular meeting, as presented in attachment #13. The motion, seconded by Ms. James, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS

A. DISPOSITION OF HOWE ROAD CAMPUS AND BATH CENTER PROPERTIES

RESOLUTION

No. 20-12-02

Ms. James moved that the Board approve a Cooperative Agreement with the County of Summit and the City of Tallmadge, and associated Compensation Agreements, as presented in attachment #1, and that the Superintendent be authorized to take all actions necessary to carry out the transactions contemplated by said Agreements. The motion, seconded by Mr. Quade, was unanimously approved with abstention from Mr. Briggs.

B. SALE OF SOUTHERN CENTER PROPERTY

RESOLUTION

No. 20-12-03

Mrs. Ricks moved that the Board approve the sale of the Southern Center property located at 1651 Massillon Road, Akron, Ohio to Greater Summit County Early Learning Center in the amount of Three Hundred Forty Six Thousand Dollars (\$346,000), as presented in attachment #2, and that the Superintendent be authorized to take all necessary steps to complete said transaction. The motion, seconded by Mr. Briggs, was unanimously approved.

C. 2021 SUMMIT DD ACTION PLAN

RESOLUTION

No. 20-12-04

Mr. Briggs moved that the Board approve the 2021 Summit DD Action Plan, as presented in attachment #3. The motion, seconded by Mr. Quade, was unanimously approved.

D. SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SERVICE REVIEW COLLABORATIVE

RESOLUTION

No. 20-12-05

Mr. Quade moved that the Board approve funding in an amount not to exceed One Hundred Ten Thousand Seven Hundred Dollars (\$110,700) for participation in the Summit County Family and Children First Council Shared Pool for Youth for the period January 1, 2021 through December 31, 2021, as presented in attachment #4, and that the Superintendent be authorized to execute said agreement. The motion, seconded by Mrs. Gaugler, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

E. INDOOR AIR QUALITY CONSULTANTS CONTRACT

RESOLUTION No. 20-12-06

Mr. Briggs moved that the Board approve a contract with Indoor Air Quality Consultants for the period January 1, 2021 through December 31, 2021, in an amount not to exceed One Hundred Thousand Dollars (\$100,000), as presented in attachment #5, and that the Superintendent be authorized to sign said contract. The motion, seconded by Ms. James, was unanimously approved.

F. SUMMIT COUNTY DEPARTMENT OF JOBS & FAMILY SERVICES CONTRACT

RESOLUTION No. 20-12-07

Mrs. Gaugler moved that the Board approve a contract with the Summit County Department of Jobs & Family Services to provide a dedicated caseworker for the period January 1, 2021 through December 31, 2021, in an amount not to exceed Eighty Four Thousand Dollars (\$84,000), as presented in attachment #6, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Ricks, was unanimously approved.

G. NORTHEAST OHIO NETWORK CONTRACT

RESOLUTION No. 20-12-08

Ms. James moved that the Board approve a contract with Northeast Ohio Network for the fiscal administration of the Family Engagement Program and for 2021 dues for the period January 1, 2021 through December 31, 2021, in an amount not to exceed Six Hundred Twenty One Thousand Dollars (\$621,000), as presented in attachment #7, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Briggs, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

H. SUCCESS4KIDZ CONTRACT

RESOLUTION No. 20-12-09

Mr. Quade moved that the Board approve a contract with Success4Kidz to provide consultative therapy services for the period January 1, 2021 through December 31, 2021, in an amount not to exceed Four Hundred Seventy Six Thousand Five Hundred Dollars (\$476,500), as presented in attachment #8, and that the Superintendent be authorized to sign said contract. The motion, seconded by Ms. James, was unanimously approved.

I. GARDINER CONTRACT

RESOLUTION No. 20-12-10

Mrs. Ricks moved that the Board approve expenditures with Gardiner for annual maintenance and HVAC repair costs for calendar year 2021 in an amount not to exceed Seventy Nine Thousand Nine Hundred Ninety Nine Dollars (\$79,999), as presented in attachment #9, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

J. PRIMARY SOLUTIONS CONTRACT

RESOLUTION No. 20-12-11

Ms. James moved that the Board approve a expenditures with Primary Solutions Sixty Nine Thousand Four Hundred Fifty Seven Dollars (\$69,457), as presented in attachment #10, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

K. SUMMIT 2020 QUALITY OF LIFE PROJECT INTERGOVERNMENTAL AGREEMENT

RESOLUTION No. 20-12-12

Mr. Briggs moved that the Board renew its funding support for the Summit 2020 Quality of Life Project and approve a two-year contract for he period January 1, 2021 through December 31, 2022, for an amount not to exceed Sixty Five Thousand Dollars (\$65,000), as presented in attachment #11, and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Quade, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING *(continued)*

IV. BOARD ACTION ITEMS *(continued)*

L. NOVEMBER FINANCIAL STATEMENTS

RESOLUTION

No. 20-12-13

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

V. SUPERINTENDENT'S REPORT

A. MISCELLANEOUS UPDATES

Superintendent Trunk reported there have been 109 positive cases of COVID-19 and five deaths among the over 5,000 individuals supported by the Board. Amazing work is being done by providers and Drew Williams and his staff have done an outstanding job supporting providers in the community. Individuals with disabilities who reside in congregate settings, along with their care providers, will be among the first people to receive the COVID-19 vaccine once it becomes available.

The future facilities renovations are progressing well and Russ DuPlain continues to have discussion and meetings with staff from the County and the Cities of Cuyahoga Falls and Barberton, as well as with the Hasenstab Architect team and Summit Construction. Superintendent Trunk thanked Mr. DuPlain for taking the lead on this monumental effort.

Mr. Trunk mentioned that the 2021 Board Meeting schedule has been included in packets. The schedule reflects meetings being held on the fourth Thursday of the month, with the exception of November and December due to holidays.

Superintendent Trunk thanked Randy Briggs for his leadership, direction and service on the Board and wished him well. He stated it has been a pleasure to work with Mr. Briggs for the past seven years. Mr. Briggs has been insightful, has brought a sense of humor and he appreciates Mr. Briggs' old school approach where a handshake still means something. Mr. Briggs is a strong voice in the community and uses that voice to make sure everyone, including individuals with disabilities, is included. He thanked Mr. Briggs for all that he has done and all that he will continue to do to make Summit County a community where all are welcomed and included. Mr. Briggs stated this is not goodbye that he will continue to be involved. It has been a great twelve years and he leaves the Board stronger and has all the faith that the good work will continue. The Board is well aligned and has a unified voice. Jason Dodson will do a great job and will provide good leadership.

MINUTES – combined work session and regular meeting
Thursday, December 17, 2020

BOARD MEETING *(continued)*

VI. PRESIDENT'S COMMENTS

A. NOMINATING COMMITTEE

Ms. Wilkinson mentioned that a nominating committee will be needed to collect a slate of Board officers for 2021; she asked Mr. Quade and Mr. Dohnal if they would be willing to serve as the Nominating Committee and reach out to Board Members to discuss 2021 Board officers; both agreed.

Ms. Wilkinson commented that 2020 has been a challenging year. She thanked everyone for their hard work and stated it has been an honor to serve on the Board for another year. Tonight is Randy Brigg's last night as a Summit DD Board Member after serving for twelve years and to say he this is a big loss for the Board is an understatement. It has been a privilege to serve with him. She thanked him for his service and for making a tremendous difference in the lives of the individuals and families supported by the Board.

VII. EXECUTIVE SESSION

RESOLUTION No. 20-12-14

Mrs. Gaugler moved that the Board enter into Executive Session in compliance with Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (1) to consider the employment of a public employee. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Mr. Dohnal.

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

The regular session of the Board Meeting adjourned at 6:39 p.m.

The Board entered Executive Session at 6:42 p.m.

The Board Meeting reconvened at 7:16 p.m.

There being no further business, the Board Meeting adjourned at 7:17 p.m.

Tami Gaugler, Secretary