

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

AGENDA

Thursday, May 27, 2021
VIA VIDEO CONFERENCE
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

No discussion only items this month

ACTION ITEMS FOR BOARD CONSIDERATION DISCUSSED PREVIOUSLY

- I. EXTENSION OF POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)
- II. ADM BOARD COLLABORATIVE FUNDING AGREEMENT
- III. DILIGENT ELECTRONIC SECURITY SYSTEMS CONTRACT
- IV. DELL PURCHASE APPROVAL
- V. ADVIZEX AGREEMENTS

NEW ACTION ITEMS FOR BOARD CONSIDERATION

- VI. APPROVAL OF ADDITIONAL PERMANENT IMPROVEMENT FUND APPROPRIATION
- VII. FCFC ADMINISTRATIVE AGENT CONTRACTS
 - A. MODEL PLACEMENT CONTRACT
 - B. JUVENILE COURT SFY 22 SHARED POOL CONTRACT
 - C. ADM BOARD SECOND HALF CY 21 SHARED POOL CONTRACT
- VIII. APRIL FINANCIAL STATEMENTS
- IX. SURPLUS INVENTORY

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. APRIL 22, 2021 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. EXTENSION OF POLICY 2036 – FMLA LEAVE EXPANSION AND EMERGENCY PAID SICK LEAVE (CORONAVIRUS)
 - B. ADM BOARD COLLABORATIVE FUNDING AGREEMENT
 - C. DILIGENT ELECTRONIC SECURITY SYSTEMS CONTRACT
 - D. DELL PURCHASE APPROVAL
 - E. ADVIZEX AGREEMENTS
 - F. APPROVAL OF ADDITIONAL PERMANENT IMPROVEMENT FUND APPROPRIATION
 - G. FCFC ADMINISTRATIVE AGENT CONTRACTS
 - 1. MODEL PLACEMENT CONTRACT
 - 2. JUVENILE COURT SFY 22 SHARED POOL CONTRACT
 - 3. ADM BOARD SECOND HALF CY 21 SHARED POOL CONTRACT
 - H. APRIL FINANCIAL STATEMENTS
 - I. SURPLUS INVENTORY
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- XI. ADJOURN

Summit County Board of Developmental Disabilities

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
To expand Summit DD's policy under the Families First Coronavirus Response Act (FFCRA) in accordance with the American Rescue Plan Act.	The American Rescue Plan Act adds qualifying reasons for employees to take paid leaves. In addition, the Act makes subsidized coverage for COBRA.	Board approve an extension of Policy 2036 as presented.

SUPPORTING DATA FOR RECOMMENDATION

The American Rescue Plan Act is an extension of the expanded Families First Coronavirus Response Act (FFCRA). The extension enables certain employers to provide their employees with extended paid sick leave and expanded family and medical leave for specified reasons related to COVID-19. In addition, the expanded FFCRA makes subsidized premiums available for employees and their dependents who lost group health coverage during the COVID-19 pandemic.

The extension of Policy 2036 incorporates the federal guidelines under the Expanded FFCRA by affording eligible employees up to eighty (80) hours of additional emergency paid sick leave (EPSL) for qualifying reasons related to COVID-19. In addition, it expands eligibility for the emergency family and medical leave (EFML) for qualifying reasons related to COVID-19 to employees who have been employed by Summit DD for at least thirty (30) days prior to their leave request. However, the EFML runs concurrent with all other previously used leave.

Under the American Rescue Plan Act, the plan sponsor pays an eligible individual's COBRA premiums up to six (6) months. In accordance with Summit DD's collective bargaining agreements for COBRA, Summit DD pays up to three months of the employer rate of the premium. If an employee and dependents lost health benefits due to specified COVID-related reasons, Summit DD will pay an additional three (3) months of the employer rate.

Pursuant to R.C. §5126.05(A)(7) for fringe benefits, Summit DD is adopting a form of paid sick leave and subsidized premiums for the same reasons provided by the American Rescue Plan Act.

These provisions will apply from April 1, 2021 through September 30, 2021.

Recommended for approval by the May HR/LR Committee.

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

Date: 4/30/2020

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

PURPOSE

To comply with the Families First Coronavirus Response Act and to assist employees affected by the COVID-19 outbreak with job-protected leave and emergency paid sick leave. This policy will be in effect from April 1, 2020, until March 31, 2020. **The expanded Family and Medical Leave Policy will be in effect April 1, 2021, until September 30, 2021.** Summit DD's existing FMLA Policy 2025 still applies to all other reasons for leave outside of this policy.

EXPANDED FMLA LEAVE

Employee Eligibility

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

Reason for Leave

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

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

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

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

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

"School" means an elementary or secondary school.

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

Duration of Leave

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

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

Pay During Leave

Employees may use any accrued paid vacation, sick or personal leave for **up to ten (10) days**. After 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 obtaining a COVID-19 vaccination.
5. The employee is recovering from an illness related to receiving a COVID-19 vaccination.
6. The employee is caring for an individual who is subject to either number 1 or 2 above.

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

Eligibility *(continued)*

7. 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.
 - a. No other suitable person is available to care for the child during the requested period of leave.
 - b. Special circumstances exist requiring the need for leave to care for a child, ages 15-17.
8. 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.

Increments and Intermittent Use of Leave

Employees may request up to ten (10) days or eighty (80) hours of paid sick leave and up to 12 weeks of EFMLA leave. The 12 weeks under this policy runs concurrent with previously used leave under the Emergency Family Leave (EMFL) and Family Medical Leave Act (FMLA).

When working from home, employees may take emergency paid sick leave and EFMLA intermittently and in any increment agreed to with their manager. Managers and employees are expected to be flexible in scheduling wherever possible.

Employees who are currently working onsite may only take intermittent leave to care for his or her child when the school or place of care is closed, or the caregiver is unavailable due to COVID-19-related reasons, or to obtain a COVID-19 vaccination. Per the regulations, as all other reasons for leave could potentially expose an employee or others in the workplace to the virus, employees taking leave for all other qualifying reasons above must take leave in full-day increments until the reason for leave is over and it is safe for the employee to return to work.

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

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.

Paid emergency sick leave under this policy will not be provided beyond September 30, 2021. Any unused paid sick leave will not carry over to the next year or be paid out to employees.

Rate of Pay

Paid emergency sick leave will be paid at the employee's regular rate of pay, for leave taken for reasons 1-5 above for **up to ten (10) days; or eighty (80) hours**. Eligible part-time employees are entitled to the number of hours worked, on average, over a two-week period. After the ten (10) days or **eighty (80) hours**, 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 ten (10) days or **eighty (80) hours** of normally unpaid FMLA leave.

Procedure for Requesting Emergency Paid Sick Leave

Employees must submit the leave request through the Board's timekeeping system (UKG) ~~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.~~

Verbal notification will be accepted until practicable to **submit a formal leave request** ~~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 eighty (80) hour emergency paid sick leave must contact the Director of Human Resources or designee.

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

Carryover

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

Job Protections

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

Please contact the HR Department with any questions.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit County ADM Board to contribute funding to a joint account which is used to pay for services to individuals eligible for both mental health and developmental disability services.	There are currently over 1400 individuals served by Summit DD who also have one or more additional mental health diagnoses.	Recommend the Board approve a contract for \$50,000 for the contribution of funds into a joint account between Summit DD and Summit County ADM which will support individuals served by both systems.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: 1416

Additional # of Individuals Served:

Amount of Increase/Decrease:

Satisfaction: The use of collaborative funding has been instrumental in supporting many individuals involved in both the DD and Mental Health systems.

Around 10 years ago, to better support individuals eligible for services through both Summit DD and Summit County ADM board both agencies agreed to jointly contribute \$50,000 into a collaborative funding account maintained by the ADM Board. Since then, the original \$100,000 has been used to assist individuals who are usually diagnosed with needed services such as assessments, crisis stabilization, treatment, and access to community resources.

Through conversations in 2017, both agencies agreed to use the funds in the joint account to pay for the services above but also included rent, utilities and upkeep for an adult respite home utilized by both agencies. This home serves as a short term, residential placement aimed at stabilization and transition back to the individuals original residential setting or into a new, more appropriate setting. In the last four years, twenty-one individuals have accessed this home with a successful transition back into the community.

The continued contribution of funds into the joint account is even more essential as we now we have over 1400 individuals eligible for Summit DD services who also have at least one additional mental health diagnosis. These funds remain critical for their long-term success in the community.

2021 Statistics

Total individuals with developmental disabilities and one or more mental health diagnosis by age:

Subcategory	Under 18	18-21	Over 21	Total
Total Individuals	161	137	1118	1416

Submitted By: Holly Brugh

Date: April 2021

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

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

Total individuals with developmental disabilities and one or more mental health diagnosis:

Mental Health Diagnosis	Number of People Served By Summit DD
1	654
2	420
3	218
4	104
5	15
6	3
7	2
	1416

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

Submitted By: Holly Brugh

Date: April 2021

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD
SUMMIT COUNTY ALCOHOL, DRUG ADDICTION AND MENTAL HEALTH
SERVICES BOARD
COLLABORATIVE FUNDING AGREEMENT**

This Agreement, made between the Summit County Developmental Disabilities Board (hereafter "Summit DD"), located at 89 E. Howe Rd., Tallmadge, Ohio 44278, and the Summit County Alcohol, Drug Addiction and Mental Health Services Board (hereafter "ADM Board"), located at 1867 W. Market St., Suite B2, Akron, Ohio 44313-6914, recites that:

WHEREAS, the Parties have previously executed Joint Funding Agreements under which Summit DD and ADM Board have each deposited monies into a shared funding account for which ADM Board remains the designated fiscal agent for maintenance, administration and accounting for said funds; and

WHEREAS, the balance of said account is Two Thousand Four Hundred Forty-Nine Dollars and 50/100 (\$2,449.50) as of March 1, 2021; and

WHEREAS, the parties desire to make additional contributions to said account in order to continue to carry out the purposes under this Agreement;

NOW, THEREFORE, the parties agree as follows:

I. PURPOSE

The parties agree to utilize the funds in the established shared funding account in support of services to individuals who are eligible for services from both parties. Such services may include, but are not limited to assessments, crisis stabilization supports, facilitation of joint treatment plans, cross-training, and service provider linkage.

II. FUND MAINTENANCE

ADM Board remains the designated fiscal agent for maintenance and administration of funds as paid by Summit DD and as designated by ADM Board for services set forth in this Agreement in a separate fund account. ADM Board will provide accountings for funds held in the separate fund account to Summit DD on a quarterly basis.

III. FUNDING

Upon execution of this Agreement, Summit DD shall deposit into the separate fund account Fifty Thousand Dollars (\$50,000), and the ADM Board shall deposit into the separate fund account Fifty Thousand Dollars (\$50,000). These funds may be accessed by the parties to cover the costs of services as determined necessary by the parties.

IV. FUND ACCESS

All funds deposited into the separate fund account shall be used to pay the costs of service provision and required supports to individuals in crisis, including but not limited to housing costs, supplies, and services deemed necessary and not otherwise billable to a Medicaid waiver, for individuals eligible for services from both parties.

I. MODIFICATION

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

VI. CONFIDENTIALITY

The parties agree that they shall not use any information, systems, or records made available for any purpose other than to fulfill the obligations specified herein. The parties agree to be bound by the standards of confidentiality that apply to each of its respective operations including but not limited to laws, statutes and regulations of federal, state or local governments.

VII. NOTICE

Notices required under this Agreement shall be given by delivering the same in writing to the following addressees:

**For ADM Board:
Executive Director
100 West Cedar Street
Akron, OH 44307**

**For Summit DD:
Superintendent
89 E. Howe Road
Tallmadge, OH 44278**

Signature Page Follows

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date referenced below.

ALCOHOL, DRUG ADDICTION &
MENTAL HEALTH SERVICES BOARD

SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD

Aimee Wade, Interim Executive Director

John J. Trunk, Superintendent

Date

Date

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Implement access control and security systems at renovated facilities	Funding for implementation of new access control and security systems at the renovated Barberton and Cuyahoga Falls sites	The Board approve the requests to enter into agreements with Diligent Electronic Security Systems for an amount not to exceed \$148,585.

SUPPORTING DATA FOR RECOMMENDATION

Summit DD will be implementing solutions at the renovated facilities to ensure the sites are safe and secure. After interviewing different firms, we have been working with a local vendor based in Akron, Diligent Electronic Security Systems, to design the best solutions for the Cuyahoga Falls and Barberton locations. The scope involves new systems at the renovated sites and includes card reader access for employees, visitor management, video surveillance, active intruder alerting, and a burglar alarm system and related monitoring.

Working with one vendor to provide all of these systems will allow us to take advantage of integration between these types of systems that we do not have today.

The estimated costs to purchase and implement all of these systems is \$133,250. Factoring in monthly expenses to be incurred in 2021 after implementation, the total costs in 2021 are expected to be \$135,077. We are adding 10% contingency to account for any changes in design.

Estimated purchase, installation, and monthly expenses in 2021	\$135,077
Contingency (10%)	\$13,507
Maximum amount of spend in 2021	\$148,585

These prices are under a state term contract pricing schedule, so there is not a need to do a formal RFP.

Ongoing annual expenses are estimated to be \$13,528 for monthly recurring fees and annual maintenance combined. This is about one third less expensive than our current annual spending of approximately \$20,400 on existing systems in use that offer less features.

The costs to implement these systems is a planned expense for the project that is already included in the approved \$10.6M project budget that was authorized by the Board in December 2019 (Resolution #19-12-03), and this expense would be funded from the Permanent Improvement fund.

It is recommended to Board approve funding for contracts with Diligent Electronic Security Systems for an amount not to exceed \$148,585.

Submitted By: Russ DuPlain

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

Date: April 2021



Diligent Electronic Security Systems, LLC

3867 West Market St. #267 | Akron, Oh. 44333 | 330.212.1870

Ohio Contract 800421 STS846

	Monthly Costs	2021 Costs	Future Annual Costs
Cuyahoga Falls			
Card reader, video surveillance, and visitor management systems		\$ 51,982.97	
Brivo card reader access control system, materials, & labor			
exacqVision video surveillance system, materials, & labor			
Aiphone visitor management system, materials, & labor			
Annual Service & Maintenance Fees (beginning year 2)		\$ -	\$ 4,385.00
Monthly Brivo OnAir, 17 Readers (invoiced monthly)	\$ 204.00	\$ 612.00	\$ 2,448.00
Intrusion Detection System (burglar alarm) and installation		\$ 6,873.21	
Monthly 24x7x365 Monitoring Fee	\$ 39.50	\$ 118.50	\$ 474.00
Active Intruder pull stations, lights, integration and installation		\$ 16,150.00	
Cuyahoga Falls Total	\$ 243.50	\$ 75,736.68	\$ 7,307.00
Barberton			
Card reader, video surveillance, and visitor management systems		\$ 41,649.63	
Brivo card reader access control system, materials, & labor			
exacqVision video surveillance system, materials, & labor			
Aiphone visitor management system, materials, & labor			
Annual Service & Maintenance Fees (beginning year 2)			\$ 3,587.00
Monthly Brivo OnAir Fees, 15 Readers (invoiced monthly)	\$ 180.00	\$ 900.00	\$ 2,160.00
Intrusion Detection System (burglar alarm) and installation		\$ 5,826.63	
Monthly 24x7x365 Monitoring Fee	\$ 39.50	\$ 197.50	\$ 474.00
Active Intruder pull stations, lights, integration and installation		\$ 10,767.00	
Barberton Total	\$ 219.50	\$ 59,340.76	\$ 6,221.00
Total	\$ 463.00	\$ 135,077.44	\$ 13,528.00

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
New primary data center at Cuyahoga Falls	Funding need to purchase servers and backup storage for the new data center at the renovated Cuy Falls site	The Board approve the requests to make purchases from Dell for an amount not to exceed \$70,050.

SUPPORTING DATA FOR RECOMMENDATION

Summit DD will be implementing a new data center (server room) at our Cuyahoga Falls location as part of the renovations. This will allow us to move our data center operations that are currently housed at our Admin building. The large majority of our existing servers and storage equipment are over 10 years old and at or beyond "end-of-life" support from vendors. We have avoided investing in most of the IT infrastructure knowing this transition was eventually coming. However, there are a few servers that were purchased in recent years that we are planning on migrating from the existing data center to the new data center.

The estimated costs to purchase servers and backup storage equipment is \$63,682. We are adding 10% contingency to account for any changes in configuration or fluctuations in equipment costs.

Servers for data backups and internet-facing applications	\$26,522
Backup data storage appliance	\$17,160
Server racks, power components, and related items	\$15,000
Miscellaneous related equipment	\$5,000
Total estimated costs	\$63,682
Contingency (10%)	\$6,368
Maximum amount of spend	\$70,050

The items included in this scope are defined under a state term contract pricing schedule, so there is not a need to do a formal RFP.

The costs to implement these systems is a planned expense for the project that is already included in the approved \$10.6M project budget that was authorized by the Board in December 2019 (Resolution #19-12-03), and this expense would be funded from the Permanent Improvement fund.

It is recommended to Board approve funding for purchases from Dell for a total amount not to exceed \$70,050.

Submitted By: Russ DuPlain

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

Date: April 2021

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
New primary data center at Cuyahoga Falls	Funding need to purchase equipment and consulting support to implement the new data center at the renovated Cuy Falls site	The Board approve the requests to enter into agreements with Advizex for an amount not to exceed \$490,540.

SUPPORTING DATA FOR RECOMMENDATION

Summit DD will be implementing a new data center (server room) at our Cuyahoga Falls location as part of the renovations. This will allow us to move our data center operations that are currently housed at our Admin building. The large majority of our existing servers, storage, and networking equipment are over 10 years old and at or beyond "end-of-life" support from vendors. We have avoided investing in most of the IT infrastructure knowing this transition was eventually coming.

The planning for this endeavor has been in the works for the past 2 years, and our IT staff interviewed and got pricing estimates from several vendors before selecting Advizex. Additionally, multiple options were considered as alternatives to an on-premise data center, including an entirely cloud-hosted operation as well as a data center hosted with the State or another entity.

The estimated costs to purchase servers, storage, networking, and perimeter security equipment is \$362,797. This total includes network equipment for both buildings beyond just what is needed in the data center. Consulting and implementation fees are estimated at \$83,148. Though we expect these to be conservative estimates and actual costs should be lower, we are adding 10% contingency to account for any changes in design or fluctuations in costs.

Servers and storage	\$121,325
Networking equipment (including Barberton network)	\$160,144
Network perimeter security (firewalls at both sites)	\$65,339
Network management software (ClearPass software)	\$15,989
Total equipment and software costs	\$362,797
Consulting and implementation costs for all of the above	\$83,148
Total estimated costs	\$445,945
Contingency (10%)	\$44,595
Maximum amount of spend	\$490,540

The costs to implement these systems is a planned expense for the project that is already included in the approved \$10.6M project budget that was authorized by the Board in December 2019 (Resolution #19-12-03), and this expense will be funded from the Permanent Improvement fund. The pricing totals outlined above are less than the budgeted amount for this part of the project.

The items included in this scope are defined under a state term contract pricing schedule, so there is not a need to do a formal RFP, however we have secured additional discounts from the vendor beyond that pricing schedule.

It is recommended by the April Finance & Facilities Committee that the Board approve funding for contracts with Advizex for a total amount not to exceed \$490,540.

Submitted By: Russ DuPlain

For: Superintendent/Assistant Superintendent

X Finance & Facilities Committee

 Services & Supports Committee

 HR/LR Committee

Date: April 2021

AdvizeX



Summit DD

DC Refresh Project

March 2021

Hardware Summary

(1) PowerStore 1000T (21.22 TiB Usable)	\$67,977.68
(3) PowerEdge R740 Servers	\$31,443.89
(2) FC Switches	\$21,553.72
Estimated Shipping	\$350.00
Storage Hardware Total	\$121,325.29



Sales Quotation

Quote #	Quote Date
Sum-HPEAruba3yv7-04.01	04/01/21

(Quote valid for 30 days)

TO:

Eric Biller
Summit DD
86 E Howe Rd
Tallmadge OH 44278

FROM:

Paul Allwes
Advizex Technologies
6480 Rockside Woods Blvd
Independence, OH 44131
330-604-7616 mobile
pallwes@advizex.com

Terms & Conditions				F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions (T&C's) as specified in this quotation below, unless agreed upon Standard T&C's exist between the parties.				Point of Origin
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
Cuyahoga Falls Facility				
HPE Edge Switch - 3Y				
1	R0X27A	ARUBA 6410 SWCH		
1	HR7U5E	HPE 3Y FC 4H EXCH ARUBA 6410 SWITCH SVC,	10,457.06	10,457.06
4	R0X35A#ABA	ARUBA 6400 1800W PS/C16 ACCESSORY ARUBA	9,767.70	9,767.70
1	R0X31A	ARUBA 6400 MANAGEMENT MODULE	1,112.06	4,448.24
1	R0X41A	ARUBA 6400 48P SR5 CL6 POE 4SFP56 MOD	4,004.56	4,004.56
1	R0X39B	ARUBA 6400 48P 1GBE CL4 POE 4SFP56 MOD	5,784.56	5,784.56
5	R0X38B	ARUBA 6400 48P 1GBE CL4 POE MOD	4,449.56	4,449.56
2	JL489A	ARUBA 25G SFP28 TO SFP28 5M DAC CABLE	4,004.56	20,022.80
			204.26	408.52
		Subtotal		59,343.00
HPE Core Switch - 3Y				
2	JL658A	ARUBA 6300M 24SFP+ 4SFP56 SWCH	7,564.56	15,129.12
2	HR4C3E	HPE 3Y FC 4H EXCH ARUBA 6300M 24SFP SVC	3,117.60	6,235.20
4	JL085A#ABA	ARUBA X371 12VDC 250W PS ARUBA X371 12VD	244.31	977.24
2	JL661A	ARUBA 6300M 48G CL4 POE 4SFP56 SWCH	5,206.06	10,412.12
2	HR4Z2E	HPE 3Y FC 4H EXCH ARUBA6300M 48P POE SVC	2,632.50	5,265.00
4	JL086A#ABA	ARUBA X372 54VDC 680W PS ARUBA X372 54VD	333.31	1,333.24
2	R0M46A	ARUBA 50G SFP56 TO SFP56 0.65M DAC CABLE	155.31	310.62
2	R0M47A	ARUBA 50G SFP56 TO SFP56 3M DAC CABLE	239.86	479.72
8	J9150D	ARUBA 10G SFP+ LC SR 300M MMF XCVR	462.80	3,702.40
		Subtotal		43,844.66
HPE AP-515 - 3Y				
15	Q9H63A	ARUBA AP-515 (US) UNIFIED AP	511.75	7,676.25
1	Q9G69A	AP-MNT-MP10-B AP MOUNT BRACKET 10-PACK B	91.23	91.23
1	R1C72A	AP-MNT-MP10-E AP MOUNT BRACKET 10-PACK E	137.95	137.95
		Subtotal		7,905.43
HPE Aruba Central for APs - 3Y				
14	JY926AAE	ARUBA CENTRAL DM 1 TOKEN 3Y SUB E-STU	105.58	1,478.12
14	JY929AAE	ARUBA CENTRAL SVC 1 TOKEN 3Y SUB E-STU	26.40	396.60
		Subtotal		1,874.72
HPE DMZ Switch - 3Y				
1	JL319A	ARUBA 2930M 24G 1-SLOT SWITCH	1,481.85	1,481.85
1	HK5H4E	ARUBA 3Y FC 4H OS HW 2930M 24G SVC,2930M	649.80	649.80
2	JL085A#ABA	ARUBA X371 12VDC 250W PS ARUBA X371 12VD	244.31	488.62
		Subtotal		2,620.27
Barberton Facility				
Core / Edge Switches - 3Y				
1	JL659A	ARUBA 6300M 48SR5 CL6 POE 4SFP56 SWCH	6,897.06	6,897.06
1	HR4Q7E	HPE 3Y FC 4H EXCH ARUBA6300M48P SRPOESVC	3,048.30	3,048.30
2	JL086A#ABA	ARUBA X372 54VDC 680W PS ARUBA X372 54VD	333.31	666.62
1	JL484A	ARUBA 25G SFP28 LC SR 100M MMF XCVR	462.80	462.80
3	R0M46A	ARUBA 50G SFP56 TO SFP56 0.65M DAC CABLE	155.31	465.93
1	R0M47A	ARUBA 50G SFP56 TO SFP56 3M DAC CABLE	239.86	239.86



Quote #	Quote Date
Sum-HPEAruba3yv7-04.01	04/01/21

(Quote valid for 30 days)

TO:
Eric Biller
 Summit DD
 86 E Howe Rd
 Tallmadge OH 44278

FROM:
Paul Allwes
 Advizex Technologies
 6480 Rockside Woods Blvd
 Independence, OH 44131
 330-604-7616 mobile
 pallwes@advizex.com

Terms & Conditions				F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions (T&C's) as specified in this quotation below, unless agreed upon Standard T&C's exist between the parties.				Point of Origin
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
3	JL661A	ARUBA 6300M 48G CL4 POE 4SFP56 SWCH	5,206.06	15,618.18
3	HR4Z2E	HPE 3Y FC 4H EXCH ARUBA6300M 48P POE SVC	2,632.50	7,897.50
6	JL086A#ABA	ARUBA X372 54VDC 680W PS ARUBA X372 54VD	333.31	1,999.86
3	JL669A	ARUBA 6300M FAN TRAY	222.06	666.18
2	J4858D	ARUBA 1G SFP LC SX 500M MMF XCVR	151.30	302.60
Subtotal				38,264.89
HPE AP-515 - 3Y				
9	Q9H63A	ARUBA AP-515 (US) UNIFIED AP	511.75	4,605.75
1	Q9G69A	AP-MNT-MP10-B AP MOUNT BRACKET 10-PACK B	91.23	91.23
1	R1C72A	AP-MNT-MP10-E AP MOUNT BRACKET 10-PACK E	137.95	137.95
Subtotal				4,834.93
HPE Aruba Central for APs - 3Y				
8	JY926AAE	ARUBA CENTRAL DM 1 TOKEN 3Y SUB E-STU	105.58	844.64
8	JY929AAE	ARUBA CENTRAL SVC 1 TOKEN 3Y SUB E-STU	26.40	211.20
Subtotal				1,055.84
				159,743.73
Estimated Freight				400.00
TOTAL:				160,143.73

State Term Contract 534515. The pricing listed on this quote is below that on the State Term Contract
 Unless reflected above the quotation total does not include applicable sales tax and shipping charges.
 Payment terms are Net 30 unless otherwise agreed to in writing.

AdvizeX Technologies may assign without notice all or part of the payments together with all the rights of an unpaid seller but without the assignee's assumption of seller's obligations under this order. AdvizeX Technologies is an equal opportunity employer dedicated to affirmative action and workforce diversity. Payment terms are Net 30, Shipping terms are FOB Origin, and cannot be superseded by any other terms, implied or expressed in any other agreement or purchase order unless otherwise agreed to in writing by AdvizeX.

Please read this Quotation carefully. The terms and conditions set forth on this form constitute the entire agreement between seller and buyer. Seller will not be bound by any terms of buyer's order that are inconsistent with the terms herein. Further, the terms set forth in this form supersede all other terms in any subsequent agreement or purchase order. Acceptance of these terms may be made (1) by written acceptance or (2) by accepting delivery of any good described on this form or (3) raising an order against this quote. This Quotation shall remain firm for 30 days from the date above unless modified in writing by AdvizeX Technologies, LLC prior to our acceptance of your order.

This Quotation and any order placed as a result hereof shall be subject exclusively to the Terms and Conditions herein. So long as part of the payment due is outstanding, AdvizeX Technologies, LLC shall retain a security interest in any product or software that is part of the system. The customer agrees to execute any documents which may be necessary or appropriate to protect AdvizeX Technologies, LLC security interest in the system at AdvizeX Technologies, LLC request. Any contract resulting from this Quotation must be signed by a duly authorized representative of AdvizeX Technologies, LLC. Any additions, modifications or waivers of any of the Terms and Conditions contained herein or on the attached Agreements shall only be effective if in writing and agreed to by an authorized representative of AdvizeX Technologies, LLC. AdvizeX Technologies, LLC disclaims all implied warranties, including all warranties of merchant ability and all warranties of fitness for a particular purpose. AdvizeX Technologies, LLC shall not be liable for incidental, special or consequential damages arising from any cause.



Sales Quotation

Quote #	Quote Date
Summit-850HAv2-03.02	03/02/21

(Quote valid for 30 days)

TO:
Eric Biller
SummitDD
89 E Howe Ave
Tallmadge OH 44278

FROM:
Paul Allwes
Advizex Technologies
6480 Rockside Woods Blvd
Independence, OH 44131
216-901-1818 x4102
pallwes@advizex.com

Terms & Conditions				F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions (T&C's) as specified in this quotation below, unless agreed upon Standard T&C's exist between the parties.				Point of Origin
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
Cuyahoga Falls Facility				
Palo Alto Networks PA-850HA - 3Y				
2	PAN-PA-850	Palo Alto Networks PA-850	6,786.40	13,572.80
2	PAN-PA-850-GP-3YR-HA2	GlobalProtect subscription 3-year prepaid for device in an HA pair, PA-850	2,924.00	5,848.00
2	PAN-PA-850-DNS-3YR-HA2	DNS Security subscription 3-year prepaid for device in an HA pair, PA-850	2,623.00	5,246.00
2	PAN-PA-850-TP-3YR-HA2	Threat prevention subscription 3-year prepaid for device in an HA pair, PA-850	2,924.00	5,848.00
2	PAN-PA-850-URL4-3YR-HA2	PANDB URL Filtering subscription 3-year prepaid for device	2,924.00	5,848.00
2	PAN-PA-850-WF-3YR-HA2	WildFire subscription 3-year prepaid for device in an HA pair, PA-850	2,924.00	5,848.00
	PAN-PA-850-SDWAN-3YR-HA2	SD-WAN subscription 3-year prepaid for device in an HA pair, PA-850	2,924.00	5,848.00
2	PAN-SVC-PREM-850-3YR	Premium support 3-year prepaid, PA-850	4,968.00	9,936.00
				57,994.80
Estimated Freight				100.00
TOTAL:				58,094.80

State Term Contract 534103. The pricing listed on this quote is below that on the State Term Contract
Unless reflected above the quotation total does not include applicable sales tax and shipping charges.
Payment terms are Net 30 unless otherwise agreed to in writing.

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Sales Quotation

Quote #	Quote Date
SumDD-PABarbv2-03.02	03/02/21

(Quote valid for 30 days)

TO:
Eric Biller
Summit DD
89 E Howe Rd
Tallmadge OH 44278

FROM:
Paul Allwes
Advizex Technologies
6480 Rockside Woods Blvd
Independence, OH 44131
330-604-7616 mobile
pallwes@advizex.com

Terms & Conditions

Acceptance of this quotation includes acceptance of all Terms & Conditions (T&C's) as specified in this quotation below, unless agreed upon Standard T&C's exist between the parties.

F.O.B.

Point of Origin

QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
Barberton Facility				
Palo Alto Networks PA-820 - 3Y				
1	PAN-PA-820	Palo Alto Networks PA-820	3,263.70	3,263.70
1	PAN-PA-820-SDWAN-3YR	SD-WAN subscription 3-year prepaid, PA-820	1,587.00	1,587.00
1	PAN-SVC-PREM-820-3YR	Premium support 3-year prepaid, PA-820	2,346.00	2,346.00
				7,196.70
				Estimated Freight 47.30
				TOTAL: 7,244.00

te Term Contract 534103. The pricing listed on this quote is below that on the State Term Contract

less reflected above the quotation total does not include applicable sales tax and shipping charges.

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Sales Quotation

Quote #	Quote Date
Sum-HPECIrv4-04.01	04/01/21

(Quote valid for 30 days)

TO:
Eric Biller
Summit DD
86 E Howe Rd
Tallmadge OH 44278

FROM:
Paul Allwes
Advizex Technologies
6480 Rockside Woods Blvd
Independence, OH 44131
330-604-7616 mobile
pallwes@advizex.com

Terms & Conditions				F.O.B.
Acceptance of this quotation includes acceptance of all Terms & Conditions (T&C's) as specified in this quotation below, unless agreed upon Standard T&C's exist between the parties.				Point of Origin
QTY	ITEM	DESCRIPTION	UNIT PRICE	EXTENDED
HPE ClearPass License - 3Y				
1	JZ399AAE	ARUBA CLEARPASS CX000V VM APPL E-LTU	1,780.00	1,780.00
1	H9WX3E	ARUBA 3Y FC SW CP CX000V VMAPPL E-L SVC,	782.10	782.10
1	JZ402AAE	ARUBA CLEARPASS NL AC 1000 CE E-LTU	9,345.00	9,345.00
1	H9XH3E	ARUBA 3Y FC SW AC NL AC 1000 CE E-L SVC,C	4,081.50	4,081.50
				15,988.60
Estimated Freight				
TOTAL:				15,988.60

State Term Contract 534515. The pricing listed on this quote is below that on the State Term Contract

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March 25, 2021

Advizex Services Estimate for Deployment of Servers, FC Switches and Storage

Installation

- Physical installation of three Dell R640 Servers
- Upgrade firmware/BIOS/iDRAC
- Physical installation of two Dell DS-6620B fibre switches
- Upgrade firmware
- Physical installation of one Dell EMC PowerStore 1000T storage array
- Upgrade firmware

Logical Configuration

- Installation of VMware ESXi on three Dell R640 Servers
- Provision storage to three Dell R640 Servers
- Match networking to the existing vSphere environment

Upgrade VMware vCenter or Build new vCenter appliance

Migration of up to 100 VMs, consuming 18.5TB of capacity
(average of 190GB per VM)

Meetings

- Kick-off call
- Pre-installation qualification meeting
- Status calls
- Wrap-up

Deliverables

- As-built documentation
- Knowledge transfer

Prerequisites

- Remote Access via VPN or similar
- Local Jump host at the installed location

Exclusions

- Removal and repurposing of the existing cluster nodes and/or storage array(s)

The estimate cost for the above is \$26,900.00



April 5, 2021

Advizex Services Estimate for Network Services for Summit DD

Project Setup

- Customer Kickoff Meetings

Staging – Firewalls

Cuyahoga Falls

- Rack, Power, and Cable (2x PA-850)
- Initial Configuration
- Review of firewall configuration for best practices
- License
- Configure HA
- Convert Current ASA to PAN
- Stage Configuration
- Configure Remote Access VPN
- Install Certificate
- Global Protect VPN configuration
- Test Remote Access VPN user/device access

Barberton

- Rack, Power, and Cable (1x PA-820)
- Initial Configuration
- License
- Configure Policies for connectivity to Cuyahoga

Staging – Core Switch

Cuyahoga Falls

- Rack, Power, and Cable (4x Aruba 6300 CX)
- Initial Configuration
- Stack Configuration
- Configure Access and Trunk Ports
- Configure network segmentation/VLANs

Staging - IDFs

Cuyahoga

- Rack, Install Line Cards, Power, and Cable (1x Aruba 6410 CX)
- Initial Configuration
- Configure Access and Trunk Ports

Barberton

- Rack, Power, and Cable (4x Aruba 6300 CX)
- Initial Configuration
- Stack Configuration
- Configure Access and Trunk Ports

Staging - Wireless Access Points

Cuyahoga

- Configure APs in Aruba Central
- Configure Production and Guest SSIDs

Configure switch ports
Configure Firewall for guest access

Barberton

Configure APs in Aruba Central
Configure Production and Guest SSIDs
Configure switch ports

Implementation

Cuyahoga

Turn up Firewalls
Turn up APs
Test and Verify Connectivity
Post-install Wireless Survey

Barberton

Turn up Firewall
Turn up APs
Test and Verify Connectivity
Post-install Wireless Survey

Deliverables

Updated Network Diagrams
Device Configurations
Cuyahoga Falls - Heat map
Barberton - Heat map

Assumptions

Like-for-like Firewall migration only (no UTM implementation)
No onboarding Remote VPN users
No patching cross connects in IDF other than uplinks
Customer to provide floor plans for wireless survey
Customer to provide access to all areas needing wireless coverage
Customer to install/hang access points
Customer responsible for any infrastructure cabling needs
No report configuration in Aruba Central
Prod SSID = 802.1X
Guest SSID = PSK
Implementation outside of normal business hours
Travel Excluded

The estimate cost for the above is \$32,733.00

Network Services Consulting BOT - 40 hours is \$7,600.00



April 5, 2021

Advizex Services Estimate for ClearPass Deployment for Summit DD

Project Setup
Customer Kick Meeting

ClearPass Setup
Deploy Server VM
Base ClearPass Config
Configure Services and AD integration
Build Guest Workflow

Wired and Wireless Integration
Configure 802.1X on Wireless Networks
Configure 802.1X and Mac Auth on Wired network

Deliverables
As-Built Documentation
Travel Excluded

The estimate cost for the above is \$15,915.00

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Request for approval of an additional appropriation for the facilities renovation project.	Amount requested and approved with the 2021 and 2020 budgets did not include the full amount of the project expected cost.	The Board to approve an additional appropriation in the amount of \$1,264,394 for the Permanent Improvement Fund.

SUPPORTING DATA FOR RECOMMENDATION

A budget in an amount not to exceed \$10,610,000 was approved by the Board in December of 2019 for facility renovations at the Cuyahoga Falls and Barberton locations.

2020 and 2021 combined appropriation (budget) requests to execute the renovations total \$9,345,606 which is \$1,264,394 less than the approved amount of the project budget. Project costs are expected to be incurred throughout 2021 therefore it is necessary to have the additional appropriation available to cover the liabilities. As of April 30, 2021, total project cost incurred is \$382,644.75.

Upon Board approval, this request will be presented to County Council for approval.

Funds will be available in the Permanent Improvement Fund.

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

Submitted By: Mira Pozna

Date: May 13, 2021

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

SUPPORTING DATA FOR RECOMMENDATION

- Child Placement Services Agreement Template:
 - Summit County Family & Children First Council funds out of home placements for FCFC youth needing intensive out of home treatment services, as approved by the FCFC Service Review Committee
 - Council utilizes the same Providers, and requires Providers to adhere to the same service terms, conditions and per diem rates established through a Request for Proposals administered by Summit County Children Services
 - Council recommends approval of a contract template for its use with various providers that is modeled after Summit County Children Services' contract for the time period of 7/1/21 – 4/30/22
 - Such Contracts are necessary for Summit County Family and Children First to move forward with individual youth placements deemed appropriate by the FCFC Service Review Committee.
- Summit County Juvenile Court SFY 22 Shared Pool Funding Agreement
 - Several Summit County agencies serving children contribute annually to a shared fund account that is used to pay for direct services and supports for FCFC eligible youth, FCFC Annual Cross System Training and FCFC operating costs, including staff salaries and benefits, travel, training and supplies. Summit County Juvenile Court contributes on a state fiscal year. The Court will contribute \$131,084 for the period 7/1/21 to 6/30/22.
 - The Shared Pool Funding Agreement is necessary to authorize financial contributions.
- Summit County Alcohol, Drug Addiction and Mental Health Board 2nd Half of CY21 Shared Pool Funding Agreement
 - Summit County ADM Board contributes to the shared fund account referenced above on a calendar year basis
 - ADM Board previously paid the first half of its calendar year 2021 contribution to Family and Children First Council's then Administrative Agent, Summit County Public Health. The ADM Board will contribute \$89,165 for the period 7/1/21 to 12/31/21.
 - A Shared Pool Funding Agreement is necessary to authorize financial contributions.

Submitted By: John J. Trunk For: Superintendent/Assistant Superintendent
 X Finance & Facilities Committee
Date: May, 2021 X Services & Supports Committee
 HR/LR Committee



**Summit County
Family & Children First
Council**

**SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
89 E. HOWE RD.
TALLMADGE, OHIO 44278**

**CHILD PLACEMENT SERVICES
AGREEMENT**

**EFFECTIVE
JULY 1, 2021 – APRIL 30, 2022**

**AGREEMENT BETWEEN SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
AND PROVIDERS FOR THE PROVISION OF CHILD PLACEMENT**

This Agreement sets forth the terms and conditions between the parties for placement services for children who are in need of residential care and receiving coordinated service from Summit County

This Agreement is between:

Summit County Family and Children First Council,
hereinafter "FCFC" whose address is:

and

Agency Name: Summit County Family and Children First Council		
Street/Mailing Address: 89 E. Howe Rd.		
City Tallmadge	State OH	Zip Code 44278

_____, "Provider,"
whose address is:

Agency Name:		
Street/Mailing Address:		
City	State	Zip Code

Known collectively as the "Parties."

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PLACEMENT SERVICES AGREEMENT

This Agreement is entered into by **Summit County Family & Children First Council** (hereafter "FCFC" or "Agency"), established in accordance with Ohio Revised Code (ORC) Section 121.37, located at 89 E. Howe Rd., Tallmadge, OH 44278, by Janice Houchins, its Director, duly authorized, and _____, (hereafter "Provider" or "Service Provider"), whose address is _____, by _____, duly authorized.

This Agreement is effective from _____ to _____, unless specifically terminated in writing by FCFC Director or the Service Provider with a minimum of thirty (30) days' notice prior to termination, except as provided for in Article XVI (Termination; Breach and Default).

RECITALS

WHEREAS, pursuant to Chapter 121 of the Ohio Revised Code (ORC), FCFC is a partnership of state and local government, community organizations and families whose Mission is to streamline and coordinate systems and services for families voluntarily seeking services and supports for their child(ren); and,

WHEREAS, FCFC may utilize state and/or local shared pool funding to support placement services that have been formally approved by the FCFC committee authorized to make such decisions; and

WHEREAS, FCFC utilizes providers selected through the Summit County Children Services RFP process and adopts all per diem rates negotiated and agreed on between provider and Summit County Children Services; and,

WHEREAS, the Service Provider is an organization selected by Summit County Children Services as a preferred provider and,

WHEREAS, the Service Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified, or approved to provide placement and related services to children in accordance with Ohio law or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, FCFC and the Service Provider agree as follows:

Article I. SCOPE OF PLACEMENT SERVICES

- A. In addition to the services described in Exhibit I-Scope of Work, Provider agrees to provide and shall provide the placement and related services specified in each Individual Placement Contract for children requiring out of home placement. Such Individual Placement Contract shall be consistent with current federal, state and local laws, rules and regulations applicable to the Provider's license or certified functions and services. In the event of a conflict between this Agreement and an Individual Placement Contract, the terms of this Agreement shall supersede.

Section 1.01 FOR CONTRACTS COMPETITIVELY PROCURED

- A. Without limiting the services that the Provider will provide pursuant to the Requests for Summit County Children Services Proposals (RFP) and the Provider's Proposal submitted in response to the RFP, the Provider agrees to provide and shall provide the placement and related services described in Exhibit I-Scope of Work.

Section 1.02 FOR CONTRACTS NOT COMPETITIVELY PROCURED

- A. The Provider agrees to provide and shall provide the placement and related services described in the Exhibit I- Scope of Work.

Section 1.03 EXHIBITS

- A. The following exhibits are deemed to be a part of this Agreement as if fully set forth herein:

- 1) Exhibit I – Scope of Work;
- 2) Exhibit II – Request for Proposals (Distributed and on file with Summit County Children Services);
- 3) Exhibit III – Provider's Response to the Request for Proposals (on file with Summit County Children Services); and
- 4) Exhibit IV – Title IV-E Schedule A Rate Information

Article II. TERM OF AGREEMENT

This Agreement is in effect from _____ through _____, unless this Agreement is suspended or terminated pursuant to Article IX prior to the termination date.

In addition to the initial term described above, this Agreement may be extended, at the option of FCFC and upon written agreement of the Provider, for _____ two (2) _____ additional, One (1) year terms not to exceed Five (5) Total years. Notice of FCFC's intention to extend the Agreement shall be provided in writing to Provider no less than 90 calendar days before the expiration of any Agreement term then in effect. (If a previous Request for Proposal (RFP) allows, the Agreement may be extended for a period of time to ensure adequate completion of the Agency's competitive procurement process at the rates existing for the term then in effect.

Article III. ORDER OF PRECEDENCE

This Agreement and all Exhibits are intended to supplement and complement each other and shall, where possible, be so interpreted. However, if any provision of this Agreement irreconcilably conflicts with an Exhibit, this Agreement takes precedence over the Exhibit(s).

In the event there is an inconsistency between the Exhibit(s), the inconsistency shall be resolved in the following order:

- A. Exhibit IV: Title IV-E Schedule A Rate Information;
- B. Exhibit I: Scope of Work;
- C. Exhibit II: Request for Proposals (if applicable); then
- D. Exhibit III: Provider's Proposals (if applicable).

Article IV. DEFINITIONS GOVERNING THIS AGREEMENT

The following definitions govern this Agreement:

- A. Agreement means this Agreement and the addenda thereto.
- B. Material Breach shall mean an act or omission that violates or contravenes an obligation required under the Agreement and which, by itself or together with one or more other breaches, has a negative effect on, or thwarts the purpose of the Agreement as stated herein. A Material Breach shall not include an act or omission, which has a trivial or negligible effect on the quality, quantity, or delivery of the goods and services to be provided under the Agreement.
- C. All other definitions to be resolved through Federal Regulations, OAC 5101:2-1-01 and any related cross-references.

Article V. PROVIDER RESPONSIBILITIES

- A. Provider will ensure it is compliant with all federal and Ohio laws and regulations as currently enacted or may be enacted during the term of this agreement. Specifically, Provider will ensure it is compliant with the following, which is not an exhaustive list:
- 1) Provider will ensure it is compliant with the Family First Prevention Services Act and any and all federal and Ohio laws and regulations that are enacted thereto. Provider will inform FCFC immediately in any instance where any of the deliverables/services provided herein cease to be "Reimbursable" under Title IV-E. This includes, but is not necessarily limited to, any services specific to any level of placement/care as referenced herein.
 - 2) Provider will ensure it is compliant with any and all federal and Ohio rules and regulations relative to Qualified Residential Treatment Programs (QRTP) where Provider provides services of a Residential Treatment Program. Where Provider provides such services, but does not qualify as a QRTP for the purpose of "Title IV-E Reimbursability," Provider will immediately inform FCFC of such status.
 - 3) Provider will ensure it complies with all federal and Ohio rules and regulations relative to the provision of Aftercare and as it relates to "Title IV-E Reimbursability."
 - 4) Provider will comply with the provisions of OAC Chapter 5101:2-9-42 relative to QRTP as may be applicable to Provider.
 - i) Specifically, Provider will provide Aftercare Support as required of a QRTP. Aftercare Support is distinguished from Aftercare Services. Aftercare support at a minimum includes developing a discharge plan for the child and family, referrals for aftercare, and six (6) months of contact with the family.
 - 5) Provider shall work in cooperation and collaboration as part of the permanency team to determine the needs of the child and the short and long-term goals for the child, as specified in the permanency plan for the child.
- B. Provider agrees to participate with FCFC in the development and implementation of the case plan including participation in case reviews and/or semi-annual administrative reviews, and the completion of reunification assessments for the children in placement with the Provider.
- C. Provider agrees to submit a progress report as negotiated by the parties for each child. The progress report will be based on the agreed upon services to be delivered to the child and/or family and will include documentation of services provided to the child and/or discharge summary. Failure to submit the progress report may result in a delay of payment, until such time as the Provider complies with the reporting requirements.
- D. Provider agrees that children will not be moved to another foster home or other out-of-home care setting within the Provider's network of available placement services without prior approval or in the event of an emergency, simultaneous notification to FCFC. Notification will include such information as name, address, and phone number of the new foster home or other out-of-home care setting
- E. Provider agrees to notify guardian and all Agencies whose children are co-located when any child placed is critically injured or dies in that location immediately or at a minimum within 24 hours through the procedure detailed in the Addendum to the Agreement.
- F. Notification to FCFC and the guardian of critical incidents must occur immediately through the procedure detailed in the Addendum to the Agreement. Critical incidents are those incidents defined in the Ohio Administrative Code that are applicable to the licensed or certified program (ODJFS 5101:2-9-23; ODMH 5122-30-16, 5122-26-13; ODADAS 3793:2-1-04; DODD 5123:2-17-02).
- a. Emergency situations include but are not limited to the following:
 - i. Absent Without Leave (AWOL)
 - ii. Child Alleging Physical or Sexual Abuse / Neglect
 - iii. Death of Child
 - iv. Illicit drug / alcohol use; Abuse of medication or toxic substance
 - v. Sudden injury or illness requiring an unplanned medical treatment or visit to the hospital.
 - vi. Perpetrator of Delinquent / Criminal Act (Assault, Dangerous Behaviors, Homicidal Behaviors)
 - vii. School Expulsion / Suspension (formal action by school)
 - viii. Self-Injury (Suicidal Behaviors, Self-Harm Requiring external Medical Treatment, Hospital or ER)
 - ix. Victim of assault, neglect, physical or sexual abuse
- G. The Provider also agrees to notify FCFC and guardian within Twenty-four (24) hours, of any non-emergency situations. Non-emergency situations include but are not limited to the following:
- a. The filing of any law enforcement report involving the child
 - b. When physical restraint is used/applied.
- H. Written documentation of the emergency and non-emergency situations shall be provided to FCFC and guardian within one (1) business day of the initial notification.
- I. The Provider agrees to submit each child's assessment and treatment plans as completed but no later than the

30th day of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based school or vocational/job skills training, community service activities, *independent living skills if age 14 or older*, and monitoring and supporting community adjustment in accordance with the federal Family First Prevention Services Act.

- J. The Provider agrees to participate in joint planning with all parties regarding modification to services. Provider agrees that while the Provider may have input into the development of the child's plan of services and the Agreement, any disputes involving services or placement will be resolved through mutual agreement and modification to the Agreement. Provider agrees that FCFC and guardian are the final authority in the process.
- K. The Provider agrees to provide notice of removal of a child by giving a minimum of 14 calendar days' notice, and to submit a discharge plan summary no later than thirty calendar days after the date of discharge in accordance with the applicable licensed or certified program. (ODJFS 5101:2-5-17; ODMH 5122-30-22 5122-30-04; ODADAS 3793:2-1-04, 3793:2-1-05; DODD 5123:2-7-10, 5123:2-3-05).
- L. The Provider agrees to provide Independent Living Services as set forth in accordance with OAC 5101:2-42-1 for all children age 14 and above.
- M. When applicable, the Provider agrees to visit with the child face-to-face in the foster home, speak privately with the child and to meet with the caregiver at least monthly in accordance with rule 5101:2-42-65 of the Administrative Code.
- N. The Provider agrees to maintain its licenses and certifications from any source in good standing. The Provider agrees to report in writing any change in licensure or certification that negatively impacts such standing immediately if the negative action results in a temporary license, suspension of license or termination of license.
- O. The Provider agrees to notify FCFC of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) business days prior to the occurrence.
- P. The Provider agrees that the FCFC shall have access to foster parent home studies and re-certifications for foster parents caring for FCFC children, subject to confidentiality considerations. The Provider shall submit to FCFC a copy of the current foster home license at the time of placement and recertification. Provider also agrees to notify FCFC within twenty four (24) hours of any change in the status of the foster home license.
- Q. When there is a rule violation of a caregiver, a copy of the corrective action plan, if applicable, must be submitted to the FCFC when the investigation is complete.
- R. The Provider agrees to notify FCFC and guardian of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. FTMs, Treatment Team Meetings, IEPs, etc.).

Article VI. FCFC RESPONSIBILITIES

- A. FCFC agrees to participate in the development of the treatment plan of each child placed with the Provider. FCFC acknowledges that clinical treatment decisions must be recommended by licensed clinical professionals. FCFC and Provider acknowledge that disagreement with a treatment decision may be taken through the dispute resolution process contained in Article XIV of this Agreement.
- B. FCFC agrees to participate in meetings with each child's treatment team for case treatment plan development, review, and revision. FCFC agrees to participate in the development of the treatment plan of each child placed with the Provider by the FCFC.
- C. FCFC will ensure guardian agrees to arrange for the transfer of each child's school records to the child's new school upon placement but not later than ten (10) business days. FCFC agrees to work with the Provider for the timely enrollment of the child in the receiving school district.
- D. FCFC agrees to notify the Provider of scheduling no less than fourteen (14) calendar days prior to of all formal meetings (e.g. SARs, court hearings, family team conferences, etc.).
- E. FCFC shall provide a minimum of thirty (30) calendar days' notice for planned removals, to the Provider for each child who is being terminated from placement with the Provider, unless so ordered by a court of competent jurisdiction.
- F. FCFC agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.
- G. FCFC represents:
 - 1) that it has adequate funds to meet its obligations under this Agreement;
 - 2) that it intends to maintain this Agreement for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and
 - 3) that it will make its best effort to obtain the appropriation of any necessary funds during the term of this Agreement.

Article VII. INVOICING FOR PLACEMENT SERVICES

- A. The Provider agrees to submit a monthly invoice following the end of the month in which services were provided. The invoice shall be for services delivered in accordance with Article I of this Agreement
- 1) Provider's name, address, telephone number, fax number, federal tax identification number, Title IV-E Provider number, if applicable and Medicaid Provider number, if applicable.
 - 2) Billing date and the billing period.
 - 3) Name of child, date of birth of child, and the child's Statewide Automated Child Welfare Information System (SACWIS) person I.D. number.
 - 4) Admission date and discharge date, if available.
 - 5) Agreed upon per diem for maintenance and the agreed per diem administration.
 - 6) Invoicing procedures may also include the per diems associated with the following if applicable and agreeable to the FCFC and Provider:
 - a. Case Management; allowable administration cost.
 - b. Transportation, allowable maintenance cost.
 - c. Transportation; allowable administration cost.
 - d. Other Direct Services; allowable maintenance cost.
 - e. Behavioral health care; non-reimbursable cost.
 - f. Other costs - (any other cost that FCFC has agreed to participate in); non-allowable/ non-reimbursable cost.
- B. Provider warrants and represents claims made for payment for services provided are for actual services rendered and do not duplicate claims made by Provider to other sources of public funds for the same service.

Article VIII. REIMBURSEMENT FOR PLACEMENT SERVICES

- A. In accordance with Schedule A of this Agreement, the per diem for maintenance and the per diem for administration will be paid for each day the child was in placement. The first day of placement will be paid regardless of the time the child was placed. The last day of placement will not be paid regardless of the time the child left the placement.
- B. In accordance with Schedule A of this Agreement and in addition to Maintenance and Administration, FCFC may agree to pay a per diem for Case Management, Other Direct Services, Transportation Administration, Transportation Maintenance, Behavioral Health Care and Other. All other services and/or fees to be paid for shall be contained in the Addendum of this Agreement.
- C. To the extent that the Provider maintains a foster care network, the agreed upon per diem for maintenance shall be the amount paid directly to the foster parent. Maintenance includes the provision of food, clothing, shelter, daily supervision, graduation expenses, a child's personal incidentals, and liability insurance with respect to the child, reasonable cost of travel to the child's home for visitation and reasonable cost of travel for the child to remain in the school the child was enrolled in at the time of placement. Payment for private Agency staff transporting a child to a home visit or keeping the child in their home school will be paid in accordance with Schedule A (Transportation Maintenance) of this Agreement.
- D. If the plan as determined by FCFC is to return the child to placement with the Provider, FCFC may agree to pay for the days that a child is temporarily absent from the direct care of the Provider, as agreed to by the parties in writing.
- E. Guardian is responsible to pay for all physical, optical, dental, and behavioral health care services, not covered by Medicaid or other third party payer. Payment shall not exceed the Medicaid allowable rate.
- F. FCFC agrees to pay the Provider for all services agreed to on Schedule A and in the Addendum to this Agreement, where applicable, that have been provided and documented in the child's case file. FCFC shall make best efforts to make payment of undisputed charges within thirty (30) business days of receipt. Failure of the FCFC to comply with the prompt payment requirement will be part of the dispute resolution process contained in Article XIV.
- G. FCFC reserves the right to withhold payment for any portion of an invoice in which it asserts that a discrepancy exists. In such instances, FCFC shall withhold payment only for that portion of the statement with which it disagrees. FCFC shall notify the Provider in a timely manner when there is a billing discrepancy. Once discrepancies are resolved, Provider may re-submit an invoice for the disputed charges within the specified requirements set in Article VII.

H. This Agreement is conditioned upon the availability of federal, state, or local funds appropriated or allocated for payment for services provided under the terms and conditions of this Agreement. By sole determination of FCFC, if funds are not sufficiently allocated or available for the provision of the services performed by the Provider hereunder, FCFC reserves the right to exercise one of the following alternatives:

- 1) Reduce the utilization of the services provided under this Agreement, without change to the terms and conditions of the Agreement; or
- 2) Issue a notice of intent to terminate the Agreement.

FCFC will notify the Provider at the earliest possible time of such decision. No penalty shall accrue to FCFC in the event either of these provisions is exercised. FCFC shall not be obligated or liable for any future payments due or for any damages as a result of termination under this section.

FCFC may elect to not make payment of any invoice received 60 business days after the timeframe in accordance with Article VI. Reasonable cause for late submission of an invoice will be considered by FCFC on a case by case basis. Any denial of payment for service(s) rendered may be appealed in writing and will be part of the dispute resolution process contained in Article XIV.

Article IX. TERMINATION; BREACH AND DEFAULT

- A. This Agreement may be terminated for convenience prior to the expiration of the term then in effect by either FCFC or the Provider upon written notification given no less than ninety (90) calendar days in advance by certified mail, return receipt requested, to the last known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing.
- B. If Provider fails to provide the Services as provided in this Agreement for any reason other than Force Majeure, or if Provider otherwise Materially Breaches this Agreement, FCFC may consider Provider in default. FCFC agrees to give Provider thirty (30) days written notice specifying the nature of the default and its intention to terminate. Provider shall have seven (7) calendar days from receipt of such notice to provide a written plan of action to FCFC to cure such default. FCFC is required to approve or disapprove such plan within five (5) calendar days of receipt. In the event Provider fails to submit such plan or FCFC disapproves such plan, FCFC has the option to immediately terminate this Agreement upon written notice to Provider. If Provider fails to cure the default in accordance with an approved plan, then FCFC may terminate this Agreement at the end of the thirty (30) day notice period.
- C. Upon the effective date of the termination the Provider agrees that it shall cease work on the terminated activities under this Agreement, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of discharge describing the status of all work under this Agreement, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as FCFC may require. FCFC agrees to remove all children in placement immediately with the Provider, consistent with the effective termination date. In all instances of termination, the Provider and FCFC agree that they shall work in the best interests of children placed with the Provider to secure alternative placements for all children affected by the termination.
- D. In the event of termination, the Provider shall be entitled to reimbursement, upon submission of an invoice, for the agreed upon per diem incurred prior to the effective termination date. The reimbursement will be calculated by FCFC based on the per diem set forth in Article VIII. FCFC shall receive credit for reimbursement already made when determining the amount owed to the Provider. FCFC is not liable for costs incurred by the Provider after the effective termination date.
- E. Notwithstanding the above, in cases of confirmed allegations of: i) improper or inappropriate activities, ii) loss of required licenses; iii) actions, inactions or behaviors that may result in harm, injury or neglect of a child; iv) unethical business practices or procedures; and v) any other event that FCFC deems harmful to the well-being of a child; or vi) loss of funding as set forth in Article VIII, FCFC may immediately terminate this Agreement upon delivery of a written notice of termination to the Provider.
- F. If the Agreement is terminated by FCFC due to breach or default of any of the provisions, obligations, or duties embodied contained therein by the Provider, FCFC may exercise any administrative, agreement, equitable, or legal remedies available, without limitation. Any extension of the time periods set forth above shall not be construed as a waiver of any rights or remedies FCFC may have under this Agreement.
- G. In the event of termination under this ARTICLE, both the Provider and the placing Agency shall make good faith efforts to minimize adverse effect on children resulting from the termination of the Agreement.

Article X. RECORDS RETENTION AND CONFIDENTIALITY REQUIREMENTS

- A. The Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by the Provider under this Agreement, and all records, documents, writings or other information, including but not limited to financial, census and client used by the Provider in the performance of this Agreement are treated according to the following terms:
- 1) All records relating to costs, work performed and supporting documentation for invoices submitted to FCFC by the Provider along with copies of all deliverables submitted to FCFC pursuant to this Agreement will be retained for a minimum of three (3) years after reimbursement for services rendered under this Agreement.
 - 2) If an audit, litigation, or other action is initiated during the time period of the Agreement, the Provider shall retain such records until the action is concluded and all issues resolved or three (3) years have expired, whichever is later.
 - 3) All records referred to in Section A 1) of this Article shall be available for inspection and audit by FCFC or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, the Ohio Department of Job and Family Services (ODJFS), the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services within a reasonable period of time.
- B. The Provider agrees to keep all financial records in a manner consistent with Generally Accepted Accounting Principles.
- C. The Provider agrees to comply with all federal and state laws applicable to FCFC and the confidentiality of FCFC children and families. Provider understands access to the identities of any FCFC child and families shall only be as necessary for the purpose of performing its responsibilities under this Agreement. No identifying information on child served will be released for research or other publication without the express written consent of the guardian. Provider agrees that the use or disclosure of information concerning FCFC's Child for any purpose not directly related to the administration of this Agreement is prohibited. Provider shall ensure all of FCFC's child and families' documentation is protected and maintained in a secure and safe manner.
- D. The Provider agrees to comply with all applicable state and federal laws related to the confidentiality and transmission of medical records, including, but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- E. Although information about and generated under this Agreement may fall within the public domain, the Provider shall not release information about or related to this Agreement to the general public or media verbally, in writing, or by any electronic means without prior approval from the guardian unless the Provider is required to release requested information by law. The guardian reserves the right to announce to the general public and media: award of the Agreement, Agreement terms and conditions, scope of work under the Agreement, deliverables and results obtained under the Agreement, impact of Agreement activities, and assessment of the Provider's performance under the Agreement. Except where approval has been granted in advance, the Provider shall not seek to publicize and will not respond to unsolicited media queries requesting: announcement of Agreement award, Agreement terms and conditions, Agreement scope of work, government-furnished documents FCFC may provide to the Provider to fulfill the Agreement scope of work, deliverables required under the Agreement, results obtained under the Agreement, and impact of Agreement activities.
- F. If contacted by the media about this Agreement, both parties agree to use best efforts to notify the other in lieu of responding immediately to media queries. Nothing in this section is meant to restrict the Provider from using Agreement information and results to market to specific business prospects.
- G. In the event an agency discontinues operation, all child records for residential or any other non-IV-E placement settings shall be provided to the guardian and FCFC.

Article XI. PROVIDER ASSURANCES AND CERTIFICATIONS

- A. As applicable to the Provider's license and/or certification, the Provider certifies compliance with ORC Sections 2151.86, 5103.0328, 5103.0319 and applicable OAC Sections as defined in Article XXII of this Agreement concerning criminal record checks, arrests, convictions and guilty pleas relative to foster caregivers, employees, volunteers who are involved in the care for a child and interns.
- B. To the extent that the Provider maintains a residential center or group home, the Provider agrees to comply with the provisions of their licensing Agency that relates to the operation, safety and maintenance of residential facilities. Specifically, Provider agrees that no firearm or other projectile weapon and no ammunition for such weapons will be kept on the premises.

- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Non-Discrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuations of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-336.
- H. Provider certifies that it will:
 - 1) Provide a copy of its license(s), certification, accreditation or a letter extending an expiring license, certification, or accreditation from the issuer to Summit County Children Services prior to the signing of the Agreement.
 - 2) Maintain its license(s), certification, accreditation and that upon receipt of the renewal of its license, certification, and/or accreditation or upon receipt of a letter extending an expiring license, certification, and/or accreditation from the issuer, a copy of the license, certification and/or accreditation will be provided to FCFC within five (5) business days.
 - 3) Provider shall immediately notify FCFC of any action, modification or issue relating to said licensure, accreditation or certification.
- I. Provider certifies that it will not deny or delay services to eligible persons because of the person's race, color, religion, national origin, gender, orientation, disability, or age.
- J. The Provider shall comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60. The parties will comply with Executive Order 11246, entitled Equal Employment Opportunity, as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR part 60.
- K. Provider further agrees to comply with OAC 5101:9-2-01 and OAC 5101:9-2-05(4), as applicable, which require that assure that persons with limited English proficiency (LEP) can meaningfully access services. To the extent Provider provides assistance to LEP Childs through the use of an oral or written translator or interpretation services in compliance with this requirement, Childs shall not be required to pay for such assistance.
- L. To the extent applicable, the Provider certifies compliance with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857 (h) Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).
- M. The Provider certifies compliance, where applicable, with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- N. The Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are current.
- O. Provider shall comply with the Small Business Job Protection Act (Public Law ("P.L.") 104-188), the Howard M. Metzenbaum Placement Act of 1994 (P.L. 103-382), Titles IV-B (42 U.S.C. 620 et seq.) and IV-E (42 U.S.C. 670 et seq.) of the Social Security Act ("the Act"), the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 (P.L. 104-193), Section 471(a) of Title IV-E of the Act (42 U.S.C. 671(a)), and 45 C.F.R. 1356, including all rules, regulations and guidelines issued by federal and state authorities. OAC 5101:9-4-07 and OAC 5101:2-47-23.1.

Article XII. INDEPENDENT CONTRACTOR

- A. The Provider and the FCFC agree that no employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement.
- B. The Provider and FCFC agree that the Provider is an independent contractor and assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers' compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

Article XIII. AUDITS AND OTHER FINANCIAL MATTERS

- A. Provider agrees to submit to FCFC a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. Upon request from FCFC, Provider shall submit a copy of the most recent Federal income tax return and related schedules filed with the Internal Revenue Service (IRS).
- C. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with all required items as outlined in 5101:2-47-26.2 to ODJFS. Provider agrees that in the event a cost report cannot be timely filed, an extension shall be requested prior to the December 31st filing deadline.
- D. If a Provider participates in the Title IV-E program, an Agreed Upon Procedures engagement must be conducted by a certified public accountant for the Provider's cost report in accordance with OAC rule 5101:2-47-26.2. The procedures are conducted to verify the accuracy of costs used to establish reimbursement ceilings for maintenance and administration costs of child in care. Any overpayments or underpayment of federal funds to the Title IV-E Agency due to adjustments of cost report reimbursement ceiling amounts as a result of an audit, shall be resolved in accordance with ORC sections 5101.11, 5101.14, and OAC 5101:2-47-01.
- E. Upon request from FCFC, the Provider shall submit a copy of the JFS 02911 and Agreed Upon Procedures.
- F. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following OAC Sections and publications:
 - 1) Rule 5101:2-47-11 of the OAC: "Reimbursement for foster care maintenance costs for child's residential centers, group homes, maternity homes, residential parenting facilities, and purchased family foster care facilities".
 - 2) Rule 5101:2-47-26.1 of the OAC: "Public child services agencies (PCSA), private child placing agencies (PCPA): Title IV-E cost report filing requirements, record retention requirements, and related party disclosure requirements".
 - 3) Rule 5101:2-47-26.2 of the OAC: "Cost Report Agreed Upon Procedures Engagement".
 - 4) JFS 02911 Single Cost Report Instructions.
 - 5) For Private Agencies: 2 CFR 225, Cost Principles for Non-Profit Organizations.
 - 6) For Public Agencies: 2 CFR 230, Cost Principles for State, Local and Indian Tribal Government.
 - 7) 2 CFR 200.501, Audit Requirements.

Article XIV. GRIEVANCE /DISPUTE RESOLUTION PROCESS

- A. In the event that a dispute arises under the provisions of this Agreement, the parties shall follow the procedures set forth below:
 - 1) The party complaining of a dispute shall provide written notice of the nature of the dispute to the other party to this Agreement. A copy of the notice shall be sent to the Director or designee and to the Executive Director or designee of the Provider. Within ten (10) business days of receiving the notice of a dispute, the parties involved in the dispute between FCFC and the Provider shall attempt to resolve the dispute.
 - 2) If the parties are unable to resolve the dispute in (1), the highest official or designee of FCFC shall make the final determination within twenty (20) business days, which will be non-binding.
 - 3) Neither party will be deemed to have waived any other rights or remedies available to them by initiating, participating in, or completing this process.

Article XV. AMENDMENTS

This Agreement and all Exhibits hereto constitutes the entire agreement and may be amended only with a written amendment signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this Agreement, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this Agreement will be incorporated into this Agreement by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this Agreement is prospective in nature.

Article XVI. NOTICE

Unless otherwise set forth herein, all notices, requests, demands and other communications pertaining to this Agreement shall be in writing and shall be deemed to have been duly given if delivered or mailed by certified or registered mail, postage pre-paid:

if to FCFC, to:

Summit County Family and Children First Council
89 E. Howe Rd.
Tallmadge, OH 44278

if to Provider, to:

Article XVII. CONSTRUCTION

This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this Agreement be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this Agreement is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the Agreement impossible.

Article XVIII. NO ASSURANCES

Provider acknowledges that, by entering into this Agreement, FCFC is not making any guarantees or other assurances as to the extent, if any, FCFC shall utilize Provider's services or purchase its goods. In this same regard, this Agreement in no way precludes, prevents, or restricts Provider from obtaining and working under additional arrangement(s) with other parties, assuming the work in no way impedes Provider's ability to perform the services required under this Agreement. Provider warrants that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement that will impede its ability to provide the goods or perform the services under this Agreement.

Article XIX. CONFLICT OF INTEREST

- A. Provider agrees that the Provider, its officers, members and employees, currently have no, nor will they acquire, any interest, whether personal, professional, direct or indirect, which is incompatible, in conflict with or which would compromise the discharge and fulfillment of Provider's functions, duties and responsibilities hereunder. If the Provider, or any of its officers, members or employees acquire any incompatible, conflicting, or compromising personal or professional interest, the Provider shall immediately disclose, in writing, such interest to FCFC. If any such conflict of interest develops, the Provider agrees that the person with the conflicting interest will not participate in any activities related to this Agreement
- B. Provider agrees: (1) to refrain from promising or giving to FCFC employees anything of value to manifest improper influence upon the employee; (2) to refrain from conflicts of interest; and, (3) to certify that Provider complies with Ohio Revised Code provisions 102.03, 102.04, 2921.42, 2921.43.

Article XX. INSURANCE

The Provider shall purchase and maintain for the term of this Agreement insurance of the types and amounts identified herein. Maintenance of the proper insurance for the duration of the Agreement is a material element of the

Agreement.

Provider agrees to procure and maintain for the term of this Agreement the insurance set forth herein. The cost of all insurance shall be borne by Provider. Insurance shall be purchased from a company licensed to provide insurance in Ohio. Insurance is to be placed with an insurer provided an A.M. Best rating of no less than A-. Provider shall purchase the following coverage and minimum limits:

- A. Commercial general liability insurance policy with coverage contained in the most current Insurance Services Office Occurrence Form CG 00 01 or equivalent with limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence and **Three Million Dollars (\$3,000,000.00)** in the aggregate and at least One Hundred Thousand Dollars (\$100,000.00) coverage in legal liability fire damage. Coverage will include:

- 1) Additional insured endorsement;
- 2) Product liability;
- 3) Blanket contractual liability;
- 4) Broad form property damage;
- 5) Severability of interests;
- 6) Personal injury; and
- 7) Joint venture as named insured (if applicable).

Endorsements for physical abuse claims and for sexual molestation claims must be a minimum of Three Hundred Thousand Dollars (\$300,000.00) per occurrence and Three Hundred Thousand Dollars (\$300,000.00) in the aggregate.

- B. Business auto liability insurance of at least **Two Million Dollars (\$2,000,000.00)** combined single limit, on all owned, non-owned, leased and hired automobiles. If the Agreement contemplates the transportation of the users of County services (such as but not limited to FCFC consumers) "Consumers" and Provider provides this service through the use of its employees' privately owned vehicles "POV", then the Provider's Business Auto Liability insurance shall sit excess to the employees "POV" insurance and provide coverage above its employee's "POV" coverage. Provider agrees the business auto liability policy will be endorsed to provide this coverage.
- C. Professional liability (errors and omission) insurance of at least **Two Million Dollars (\$2,000,000.00)** per claim and in the aggregate.
- D. Umbrella and excess liability insurance policy with limits of at least **One Million Dollars (\$1,000,000.00)** per occurrence and in the aggregate, above the commercial general and business auto primary policies and containing the following coverage:
- 1) Additional insured endorsement;
 - 2) Pay on behalf of wording;
 - 3) Concurrency of effective dates with primary;
 - 4) Blanket contractual liability;
 - 5) Punitive damages coverage (where not prohibited by law);
 - 6) Aggregates: apply where applicable in primary;
 - 7) Care, custody and control – follow form primary; and
 - 8) Drop down feature.

The amounts of insurance required in this section for General Liability, Business Auto Liability and Umbrella/Excess Liability may be satisfied by Provider purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the limits specified in General Liability, Business Auto Liability and Umbrella/Excess Liability when added together.

- E. Workers' Compensation insurance at the statutory limits required by Ohio Revised Code.
- F. The Provider further agrees with the following provisions:
- 1) All policies, except workers' compensation and professional liability, will endorse as additional insureds the County of Summit and FCFC and their respective officials, employees, agents, and volunteers, including their Board of Trustees if applicable. The additional insured endorsement shall be on an ACORD or ISO form.
 - 2) The insurance endorsement forms and the certificate of insurance forms will be sent to FCFC Director or Designee. The forms must state the following: "The County of Summit, and Agency and their respective officials, employees, agents, and volunteers are endorsed as additional insured as required by agreement on the commercial general, business auto and umbrella/excess liability policies."
 - 3) Each policy required by this clause shall be endorsed to state that coverage shall not be canceled or materially changed except after thirty (30) calendar days prior written notice given to the FCFC Director

- or Designee.
- 4) Provider shall furnish FCFC with original certificates and amendatory endorsements effecting coverage required by this clause. All certificates and endorsements are to be received by FCFC before the Agreement commences. FCFC reserves the right at any time to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.
 - 5) Failure of FCFC to demand such certificate or other evidence of full compliance with these insurance requirements or failure of FCFC to identify a deficiency from evidence provided shall not be construed as a waiver of Provider's obligation to maintain such insurance.
 - 6) Provider shall declare any self-insured retention to FCFC pertaining to liability insurance. Provider shall provide a financial guarantee satisfactory on FCFC guaranteeing payment of losses and related investigations, claims administration and defense expenses for any self-insured retention.
 - 7) If Provider provides insurance coverage under a "claims-made" basis, Provider shall provide evidence of either of the following for each type of insurance which is provided on a claims-made basis: unlimited extended reporting period coverage which allows for an unlimited period of time to report claims from incidents that occurred after the policy's retroactive date and before the end of the policy period (tail coverage), or; continuous coverage from the original retroactive date of coverage. The original retroactive date of coverage means original effective date of the first claim-made policy issued for a similar coverage while Provider was under Agreement with the County on behalf of FCFC.
 - 8) Provider will require all insurance policies in any way related to the work and secured and maintained by Provider to include endorsements stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the County and FCFC. Provider will require of subcontractors, by appropriate written agreements, similar waivers each in favor of all parties enumerated in this section.
 - 9) Provider, the County, and FCFC agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of the insurers and insurance brokers issuing or arranging for issuance of the policies required here, in all areas of safety, insurance program administration, claim reporting and investigating and audit procedures.
 - 10) Provider's insurance coverage shall be primary insurance with respect to the County, FCFC, their respective officials, employees, agents, and volunteers. Any insurance maintained by the County or FCFC shall be excess of Provider's insurance and shall not contribute to it.
 - 11) If any of the work or Services contemplated by this Agreement is subcontractors, Provider will ensure that any subcontractors comply with all insurance requirements contained herein.

Article XXI. INDEMNIFICATION & HOLD HARMLESS

To the fullest extent permitted by and in compliance with applicable law, Provider agrees to protect, defend, indemnify and hold harmless FCFC, their respective members, officials, employees, agents, and volunteers (the "Indemnified Parties") from and against all damages, liability, losses, claims, suits, actions, administrative proceedings, regulatory proceedings/hearings, judgments and expenses, subrogation (of any party involved in the subject of this Agreement), attorneys' fees, court costs, defense costs or other injury or damage (collectively "Damages"), whether actual, alleged or threatened, resulting from injury or damages of any kind whatsoever to any business, entity or person (including death), or damage to property (including destruction, loss of, loss of use of resulting without injury damage or destruction) of whatsoever nature, arising out of or incident to in any way, the performance of the terms of this Agreement including, without limitation, by Provider, its subcontractor(s), Provider's or its subcontractor(s)' employees, agents, assigns, and those designated by Provider to perform the work or services encompassed by the Agreement. Provider agrees to pay all damages, costs and expenses of the Indemnified Parties in defending any action arising out of the aforementioned acts or omissions.

Article XXII. SCREENING AND SELECTION

A. Criminal Record Check

- 1) Provider warrants and represents it will comply with Article XI as it relates to criminal record checks. Provider shall insure that every individual subject to a BCII check will sign a release of information to allow inspection and audit of the above criminal records transcripts or reports by the Agency or a private vendor hired by the Agency to conduct compliance reviews on their behalf.
- 2) Provider shall not assign any individual to work with or transport children until a BCII report and a criminal record transcript has been obtained.
- 3) Except as provided in Section C below, Provider shall not utilize any individual who has been convicted or plead guilty to any violations contained in ORC 5153.111(B)(1), ORC 2919.24, and OAC Chapters 5101:2-5, 5101:2-7, 5101:2-48.

B. Transportation of Child

- 1) Any individual transporting Childs shall possess the following qualifications:
 - a. Prior to allowing an individual to transport a Child, an initial satisfactory Bureau of Motor Vehicle ("BMV") abstract from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure must be obtained;
 - b. Thereafter, an annual satisfactory BMV abstract report must be obtained from the State of Ohio (or the state the Provider conducts its business) or other mutually agreed upon documentation and, if applicable, from the individual's state of licensure; and
 - c. A current valid driver's license and vehicle insurance must be maintained.
- 2) In addition to the requirements set forth above, Provider shall not permit any individual to transport a Child if:
 - a. the individual has a condition which would affect safe operation of a motor vehicle;
 - b. the individual has six (6) or more points on his/her driver's license; or
 - c. the individual has been convicted of, or pleaded guilty to, a violation of section 4511.19 (Operating vehicle under the influence of alcohol or drugs – OVI or OVUAC) of the Revised Code if the individual previously was convicted of or plead guilty to two or more violations within the three years immediately preceding the current violation.

C. Rehabilitation

- 1) Notwithstanding the above, Provider may make a request to FCFC to utilize an individual if Provider believes the individual has met the rehabilitative standards of OAC Section 5101:2-07-02(I) as follows:
 - a. If the Provider is seeking rehabilitation for a foster caregiver, a foster care applicant or other resident of the foster caregiver's household, Provider must provide written verification that the rehabilitation standards of OAC 5101:2-7-02 have been met.
 - b. If the Provider is seeking rehabilitation for any other individual serving FCFC children, Provider must provide written verification from the individual that the rehabilitative conditions of in accordance with 5101:2-5-09 have been met.
- 2) FCFC shall review the facts presented and may allow the individual to work with, volunteer with or transport Agency children on a case-by-case basis. It is guardian's sole discretion to permit a rehabilitated individual to work with, volunteer with or transport children.

D. Verification of Job or Volunteer Application:

Provider shall check and document each applicant's personal and employment references, general work history, relevant experience, and training information. Provider further agrees it will not employ an individual in relation to this Agreement unless it has received satisfactory employment references, work history, relevant experience, and training information.

Article XXIII. PROHIBITION OF CORPORAL & DEGRADING PUNISHMENT

FCFC prohibits the use of corporal or degrading punishment against children.

Article XXIV. EXCLUDED PARTIES LIST

The Excluded Parties List prohibits public agencies from awarding an Agreement for goods, services, or construction, paid for in whole or in part from federal, state and local funds, to an entity identified on the list. By entering into this Agreement, Provider warrants and represents that they are not currently on the Excluded Parties List. Provider shall notify the FCFC within ten (10) business days of its notification should the Provider be placed on this Excluded Parties List during any term of the Agreement.

Article XXV. PUBLIC RECORDS

This Agreement is a matter of public record under the Ohio public records law. By entering into this Agreement, Provider acknowledges and understands that records maintained by Provider pursuant to this Agreement may also be deemed public records and subject to disclosure under Ohio law. Upon request made pursuant to Ohio law, FCFC shall make available the Agreement and all public records generated as a result of this Agreement.

Article XXVI. CHILD SUPPORT ENFORCEMENT

Provider agrees to cooperate with ODJFS and any Ohio Child Support Enforcement Agency ("CSEA") in ensuring Provider and Provider's employees meet child support obligations established under state or federal law. Further, by executing this Agreement, Provider certifies present and future compliance with any court or valid administrative order for the withholding of support which is issued pursuant to the applicable sections in ORC Chapters 3119, 3121, 3123, and 3125.

Article XXVII. DECLARATION OF PROPERTY TAX DELINQUENCY

After award of a contract, and prior to the time a contract is entered into, the successful bidder shall submit a statement in accordance with ORC Section 5719.042. Such statement shall affirm under oath that the person with whom the contract is to be made was not charged at the time the bid was submitted with any delinquent personal property taxes on the general tax list of personal property of any county in which the taxing district has territory or that such person was charged with delinquent personal property taxes on any such tax list, in which case the statement shall also set forth the amount of such due and unpaid delinquent taxes any due and unpaid penalties and interest thereon. If the statement indicates that the taxpayer was charged with any such taxes, a copy of the statement shall be transmitted by the fiscal officer to the county treasurer within thirty days of the date it is submitted.

A copy of the statement shall also be incorporated into the contract, and no payment shall be made with respect to any contract to which this section applies unless such statement has been so incorporated as a part thereof.

Article XXVIII. SUBCONTRACTING AND DELEGATION

The performance of any duty, responsibility or function which is the obligation of the Provider under this Agreement may be delegated or subcontracted to any agent or subcontractor of Provider if Provider has obtained the prior written consent of the Agency for that delegation subcontract. Provider is responsible for ensuring that the duties, responsibilities or functions so delegated or subcontracted are performed in accordance with the provisions and standards of this Agreement, and the actions and omissions of any such agent or subcontractor shall be deemed to be the actions and omissions of Provider for purposes of this Agreement.

Article XXIX. PROPERTY OF AGENCY

The deliverable(s) and any item(s) provided or produced pursuant to this Agreement (collectively called "Deliverables") will be considered "works made for hire" within the meaning of copyright laws of the United States of America and the State of Ohio. The Agency is the sole author of the Deliverables and the sole owner of all rights therein. If any portion of the Deliverables are deemed not to be a "work made for hire," or if there are any rights in the Deliverables not so conveyed to the Agency, then Provider agrees to and by executing this Agreement hereby does assign to the Agency all worldwide rights, title, and interest in and to the Deliverables. The Agency acknowledges that its sole ownership of the Deliverables under this Agreement does not affect Provider's right to use general concepts, algorithms, programming techniques, methodologies, or technology that have been developed by Provider prior to or as a result of this Agreement or that are generally known and available. Any Deliverable provided or produced by Provider under this Agreement or with funds hereunder, including any documents, data, photographs and negatives, electronic reports/records, or other media, are the property of the Agency, which has an unrestricted right to reproduce, distribute, modify, maintain, and use the Deliverables. Provider shall not obtain copyright, patent, or other proprietary protection for the Deliverables. Provider shall not include in any Deliverable any copyrighted material, unless the copyright owner gives prior written approval for the Agency and Provider to use such copyrighted material. Provider agrees that all Deliverables will be made freely available to the general public unless the Agency determines that, pursuant to state or federal law, such materials are confidential or otherwise exempt from disclosure.

Article XXX. WAIVER

Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Article XXXI. NO ADDITIONAL WAIVER IMPLIED

If FCFC or Provider fails to perform any obligations under this Agreement and thereafter such failure is waived by the other party, such waiver shall be limited to the particular matter waived and shall not be deemed to waive any other failure hereunder. Waivers shall not be effective unless in writing.

Article XXXII. APPLICABLE LAW AND VENUE

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of Ohio. Any legal action brought pursuant to the Agreement will be filed in the courts located in Summit County, Ohio.

Exhibit IV – Title IV-E Schedule A Rate Information

The Provider, for and in consideration of the compensation hereinafter set forth, agrees to provide placement and related services, inclusive of all expenses/needs, to FCFC children who are referred to the Provider by an FCFC worker or member agency, in accordance with the provisions included herein and as provided in the above agreement and Exhibit I – Scope of Work. FCFC Service Review Collaborative will identify the level of care necessary to best meet the child's needs. FCFC is purchasing the following levels of care at the respective listed rates (and no additional charges **will** be assessed for care, unless otherwise agreed to by the parties):

<u>LEVEL OF CARE</u>	<u>PER DIEM</u>
Level 1: Basic Foster Care (in county)	<u>\$46 - \$77</u>
Level 1: Basic Foster Care (out of county)	<u>\$46 - \$77</u>
Level 1A**: Sibling Rate	<u>\$10/day additional</u>
Level 2: Treatment Foster Care (in/out county)	<u>\$69 - \$115</u>
Level 3: Treatment Foster Care (in/out county)	<u>\$69 - \$121</u>
Level 4: Treatment Foster/Group Home (in/out county)	<u>\$108 - \$345</u>
Level 5: Residential Placement (Transitional)	<u>\$186 - \$386</u>
Level 5: Residential Placement (TLP Plus)	<u>\$186 - \$386</u>
Level 6: Residential Placement (ITU)	<u>\$224 - \$505</u>
Level 6: Residential SCCU	<u>\$224 - \$505</u>
 NON-CUSTODY BABY RATE*:	 <u>\$25.50</u>

*** Non-Custody Baby Rate:** A fixed rate which applies to children ages 0-5 whose teenaged mothers are placed through FCFC.

****Sibling Rate:** The "sibling rate" is a fixed rate applicable in situations when a Provider accepts three (3) or more children from a sibling group and the sibling group is placed in the same foster home. For each sibling placed in the same foster home after the second sibling (i.e. beginning with the third sibling), Provider will receive an increase of \$10 per day over the per diem that Provider would otherwise receive for the child.

The Provider agrees that the above stated per diem rates will cover all of the child's expenses/needs billable to FCFC while in the care of the Provider and that no additional charges will be assessed for his/her care, unless otherwise specified herein. Specific required services and treatment will be determined by each child's needs, pursuant to each child's individual plan as determined appropriate by FCFC. Provider will ensure the child's daily care and treatment is provided in accordance with recommendation of the treating mental health professional as approved by FCFC.

Provider is prohibited from utilizing foster care maintenance payments for any purpose other than providing direct care to the children placed hereunder (including but not limited to: Provider may not utilize foster care maintenance payments to pay for damages caused by a child placed hereunder and Provider may not withhold a child's clothing/uniform/graduation allowance for purposes of discipline or otherwise). (See OAC 5101:2-47-11)

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Exhibit F: Family and Children First Council Individual Placement Contract

**SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL INDIVIDUAL
PLACEMENT CONTRACT**

This is a service and financial agreement between the placing agency/parent and the Preferred Provider specific to the guidelines within this individual contract and the Private Provider contract. This agreement is to ensure and support the provision of quality services to the child identified per this contract and any other children within our community who are in need of placement.

Child's Name: _____ DOB: _____ SS#: _____

Child's Gender/Ethnicity: _____ Child's ID#: _____ School District of Origin: _____

Parent Name: _____ Address: _____ Home Ph: () _____

Work Ph: () _____ Cell Ph: () _____

Parent Name: _____ Address: _____ Home Ph: () _____

Work Ph: () _____ Cell Ph: () _____

CUSTODIAN:

Parent/Relative Name _____ Relationship: _____

Agency Custody, (if applicable), Retained By: _____

PLACING AGENCY Name: _____

Address: _____

Contact Person Name/Business Phone #: (330) _____ (24) Hour Emergency Phone: (330) _____

Insurance Provider: _____ Holder of Insurance: _____

Medicaid #: _____ Support Order, payment to: _____

FISCAL/BILLING AGENCY: _____

Address: _____

Contact Person Name: _____ Phone #: (330) _____

PROVIDER: _____

Address: _____

Contact Person Name: _____ Phone #: (330) _____

2018-2021 PROVIDER CONTRACT: Placement Date: _____

Service Level: _____

Per Diem: _____

Please refer to the signed copy of the contract for full details. The authorizing signatures are demonstrative of an agreement and understanding of the Provider service and financial contract expectations for both parties.

Summit County Placing Agency:

Provider:

Signature of Authorized Representative

Date

Signature of Authorized Representative

Date

**SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL
SHARED POOL FOR YOUTH FUNDING AGREEMENT
WITH SUMMIT COUNTY JUVENILE COURT**

This Agreement is made between **Summit County Juvenile Court (SCJC)**, located at 650 Dan St., Akron, Ohio 44310 by the Honorable Judge Linda Teodosio, duly authorized, and the Summit County Family and Children First Council, (FCFC), authorized under Ohio Revised Code Section 121.37.

This Agreement is effective from July 1, 2021, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on June 30, 2022.

I. PURPOSE

SCJC agrees to contribute funding to FCFC in carrying out its statutory roles and responsibilities to families with children who have complex, multiple needs in Summit County.

II. GENERAL PROVISIONS

This Agreement is made under and governed by the laws of the state of Ohio and is subject to all applicable provisions of Ohio and Federal law and regulations related to the provision of child welfare services to children and youth.

III. FUND MAINTENANCE

Summit County Developmental Disabilities Board (SCDD), located at 89 E. Howe Rd., Tallmadge, OH 44278, is the designated Administrative/Fiscal agent for FCFC as specified in the Administrative/Fiscal Agent Agreement attached hereto and incorporated by reference. In accordance with that Administrative/Fiscal Agent Agreement, and acting on behalf of FCFC, SCDD shall maintain all funds donated to FCFC, as donated by Summit County Developmental Disabilities Board, Summit County Children Services, Summit County Juvenile Court and County of Summit ADM Board in a separate fund account. Acting as fiscal agent for FCFC, SCDD will provide accountings for funds held in the fund account as detailed in the Administrative/Fiscal Agent Agreement.

IV. FUNDING

Under the terms of this Agreement, The SCJC agrees to donate and deposit into the separate fund account, on behalf of FCFC, an amount of **One Hundred Thirty One Thousand and Eighty Four Dollars (\$131,084)**. The other contributors are: ADM Board (\$145,431), Summit County Children Services (\$171,245), and Summit County Developmental Disabilities Board (\$110,700).

V. FUND USE/ACCESS

All funds deposited into the separate fund account shall be used to pay the costs of services for children accessing the FCFC Service Coordination Mechanism. In addition, funds will be used to pay the salaries and fringe benefits, training, travel and supplies of FCFC Director, FCFC staff and FCFC Cross Systems Training.

The FCFC Committee designated to manage the FCFC Service Coordination Mechanism shall determine the eligibility of any youth regarding the use of FCFC funds. In addition, the designated committee will determine the appropriateness of placement and/or services to be provided and whether or not the entire cost or a portion of the cost for such services and/or placement should be paid from the fund. The FCFC, upon receipt of the written approval of the designated committee, may withdraw monies from the fund in amounts sufficient to pay for the approved services and make direct payment to the service provider. The FCFC will monitor monthly expenditures to assure spending does not exceed the FCFC approved budget.

The financially contributing members to the fund retain oversight responsibilities and report out to the FCFC Executive Council. Any questions, concerns or disputes regarding funding for a specific child will be directed to the Executives of the financially contributing members of the fund. SCDD shall provide fiscal reports to the FCFC in accordance with the Administrative/Fiscal Agent Agreement.

VI. AGREEMENT REVIEW

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (June 30, 2022), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the Agreement.

VII. SEPARABILITY

This Agreement is separable. If any provision of this Agreement is declared void or invalid by any Court, it will not affect the validity of any of the other provisions of this Agreement. If one or more of the contributing agencies terminate and/or alter their contribution amount this Agreement may be reviewed and/or amended.

VIII. COMPLETE AGREEMENT

This Agreement is the complete understanding of the parties. Anything not included in this Agreement is not binding.

IX. MODIFICATION

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

X. NOT BINDING IN SUCCESSOR/ASSIGNS

This Agreement is made solely for the benefit of FCFC and no other person shall acquire or have any right thereunder or by virtue hereof.

XI. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XII. NOTICE

Any notice of other communication to be given under this Agreement shall be given by delivering the same in writing to the following addresses:

For FCFC:

Director
Family and Children First Council
89 E. Howe Rd.
Tallmadge, OH 44278
Phone: 330-634-8000
Fax: 330-634-8081
Fax: 330/923-1350

For SCJC:

The Honorable Judge
Summit County Juvenile Court
650 Dan St.
Akron, Ohio 44310
Phone: 330-643-2934
Fax: 330-643-2894

XIII. HIPPA COMPLIANCE

To best serve children's needs it may be necessary for the parties to exchange protected health information about involved individuals. Therefore, in order to facilitate the exchange of such protected health information within the boundaries of the law and in compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, the parties hereto incorporate by reference EXHIBIT A attached to this Agreement, which exhibit is captioned "MEMORANDUM OF AGREEMENT FOR EXCHANGE OF PROTECTED HEALTH INFORMATION."

XIV. CONFIDENTIALITY

FCFC agrees that all information communicated to them with respect to clients of SCJC is confidential. FCFC promises and agrees that they shall not disclose any such confidential information to any other person unless specifically authorized to make any such disclosures, they shall do so only within the limits and to the extent of that authorization.

XV. RECORD ACCESS

FCFC shall provide access to any books, documents, papers and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller General of the United States, or any of their duly authorized representatives. FCFC shall maintain all required records for three years after SCJC makes final payments and all other pending matters are closed.

XVI. HEADINGS

The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

IN WITNESS WHEREOF, the parties hereto do execute this agreement this _____ day of _____ 20__.

Linda Teodosio Date
The Honorable Judge
Summit County Juvenile Court

Janice Houchins Date
Director
Family & Children First Council

John Trunk Date
Superintendent
Summit County Board of Developmental Disabilities
Administrative/Fiscal Agent FCFC

SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL SHARED POOL FOR YOUTH FUNDING AGREEMENT

This Agreement is made between **County of Summit Alcohol, Drug Addiction & Mental Health Services Board (ADM Board)**, located at 1867 West Market Street, Suite B-2 Akron, Ohio 44313 by Aimee Wade, its Interim Executive Director, duly authorized, and the Summit County Family and Children First Council (FCFC), authorized under Ohio Revised Code Section 121.37.

This Agreement is effective from July 1, 2021, until superseded by a subsequent Funding Agreement, or specifically terminated in writing with thirty days prior notice by either party in accordance with the notice provisions of this Agreement, or until its automatic termination on December 31, 2021.

I. PURPOSE

ADM Board agrees to contribute funding to FCFC in carrying out its statutory roles and responsibilities to families with children who have complex, multiple needs in Summit County.

II. GENERAL PROVISIONS

This Agreement is made under and governed by the laws of the state of Ohio and is subject to all applicable provisions of Ohio and Federal law and regulations related to the provision of child welfare services to children and youth.

III. FUND MAINTENANCE

Summit County Developmental Disabilities Board (SCDDDB) located at 89 E. Howe Rd., Tallmadge, OH 44278 is the designated Administrative/Fiscal agent for FCFC as specified in the Administrative/Fiscal Agent Agreement attached hereto and incorporated by reference. In accordance with that Administrative/Fiscal Agent Agreement, and acting on behalf of FCFC, SCDDDB shall maintain all funds donated to FCFC, as donated by Summit County Children Services, Summit County Juvenile Court, Summit County Developmental Disabilities Board and County of Summit ADM Board in a separate fund account. Acting as fiscal agent for FCFC, SCDDDB will provide accountings for funds held in the fund account as detailed in the Administrative/Fiscal Agent Agreement.

IV. FUNDING

The ADM Board agrees to donate and deposit into the separate fund account, on behalf of FCFC, an amount of Eighty-Nine Thousand, One Hundred and Sixty-Five Dollars (\$89,165) for the time period beginning July 1, 2021 and ending December 31, 2021. Under the terms of this Agreement, a payment of \$89,165 will be made to SCDDDB as Administrative Agent for FCFC for the time period of July 1, 2021 until December 31, 2021.

V. FUND USE/ACCESS

All funds deposited into the separate fund account shall be used to pay the costs of services for children accessing the FCFC Service Coordination Mechanism. In addition, funds will be used to pay the salaries and fringe benefits, training, travel and supplies of FCFC Director, FCFC staff and FCFC Cross Systems Training.

The FCFC Committee designated to manage the FCFC Service Coordination Mechanism shall determine the eligibility of any youth regarding the use of FCFC funds. In addition, the designated committee will determine the appropriateness of placement and/or services to be provided and whether or not the entire cost or a portion of the cost for such services and/or placement should be paid from the fund. The FCFC, upon receipt of the written approval of the designated committee, may withdraw monies from the fund in amounts sufficient to pay for the approved services and make direct payment to the service provider. The FCFC will monitor monthly expenditures to assure spending does not exceed the FCFC approved budget.

The financially contributing members to the fund retain oversight responsibilities and report out to the FCFC Executive Council. Any questions, concerns or disputes regarding funding for a specific child will be directed to the Executives of the financially contributing members of the fund. SCDDDB shall provide fiscal reports to the FCFC in accordance with the Administrative/Fiscal Agent Agreement.

VI. AGREEMENT REVIEW

No earlier than ninety (90) days and no later than sixty (60) days prior to the end of the Agreement term (December 31, 2021), the parties shall meet to review the Funding Agreement. The purpose of the review is to determine whether a subsequent Funding Agreement will be entered into and, if so, designate the terms and conditions of the agreement.

VII. SEPARABILITY

This Agreement is separable. If any provision of this Agreement is declared void or invalid by any Court, it will not affect the validity of any of the other provisions of this Agreement. If one or more of the contributing agencies terminate and/or alter their contribution amount this contract may be reviewed and/or amended.

VIII. COMPLETE AGREEMENT

This Agreement is the complete understanding of the parties. Anything not included in this Agreement is not binding.

IX. MODIFICATION

Any modification of this Agreement or additional obligation by either party in connection with this Agreement shall be binding only if evidenced in writing and signed by each party or an authorized representative of each party.

X. NOT BINDING IN SUCCESSOR/ASSIGNS

This Agreement is made solely for the benefit of FCFC and no other person shall acquire or have any right thereunder or by virtue hereof.

XI. NO WAIVER

The failure of either party to this Agreement to insist upon the performance of any terms and conditions of this Agreement, or the waiver of any breach of any terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

XII. NOTICE

Any notice of other communication to be given under this Agreement shall be given by delivering the same in writing to the following addresses:

For FCFC:

Director
Family and Children First Council
89 E. Howe Rd.
Tallmadge, OH 44278
Phone: 330-634-8000
Fax: 330-634-8081

For ADM Board:

Executive Director
ADAMH Board
1867 West Market Street, Suite B-2
Akron, Ohio 44313
Phone: 330-564-4088
Fax: 330-252-3024

XIII. HIPPA COMPLIANCE

To best serve children's needs it may be necessary for the parties to exchange protected health information about involved individuals. Therefore, in order to facilitate the exchange of such protected health information within the boundaries of the law and in compliance with the privacy regulations promulgated pursuant to the Health Insurance Portability and Accountability Act, the parties hereto incorporate by reference EXHIBIT A attached to this Agreement, which exhibit is captioned "MEMORANDUM OF AGREEMENT FOR EXCHANGE OF PROTECTED HEALTH INFORMATION."

XIV. CONFIDENTIALITY

FCFC agrees that all information communicated to them with respect to clients of ADM is confidential. FCFC promises and agrees that they shall not disclose any such confidential information to any other person unless specifically authorized to make any such disclosures, they shall do so only within the limits and to the extent of that authorization.

XV. RECORD ACCESS

FCFC shall provide access to any books, documents, papers and records which are directly pertinent to the Agreement for the purpose of making audits, examination, excerpts and transcriptions. This access shall be given to any federal, state, or county agency, the Comptroller General of the United States, or any of their duly authorized representatives. FCFC shall maintain all required records for three years after ADM makes final payments and all other pending matters are closed.

XVI. HEADINGS

The headings in this Agreement are for convenience only, and will not be used to modify, limit or extend any provision.

IN WITNESS WHEREOF, the parties hereto do execute this agreement this _____ day of _____ 20__.

Aimee Wade Date
Interim Executive Director
Summit County ADM Board

Janice Houchins Date
Director
Family & Children First Council

John Trunk Date
Superintendent
Summit County Board of Developmental Disabilities
Administrative/Fiscal Agent FCFC

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE FOUR MONTHS ENDED APRIL 30, 2021 AND 2020

	4/30/2021				4/30/2020			
	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2020 ANNUAL BUDGET	2020 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 53,454,163	\$ 24,403,523	\$ 29,050,640	54.3% 1	\$ 51,959,267	\$24,122,563	\$ 27,836,704	53.6%
REIMBURSEMENTS	6,344,000	7,479,661	(1,135,661)	-17.9% 2	10,262,948	2,468,794	7,794,154	75.9%
GRANTS	1,683,639	298,285	1,385,354	82.3%	1,290,062	300,890	989,172	76.7%
CONTRACT SERVICES	-	-	-	0.0%	20,000	3,207	16,793	84.0%
REFUNDS	-	19,626	(19,626)	0.0%	-	2,604	(2,604)	0.0%
OTHER RECEIPTS	85,000	119,397	(34,397)	-40.5%	81,500	24,108	57,392	70.4%
TOTAL REVENUE	\$ 61,566,802	\$ 32,320,492	\$ 29,246,310	47.5%	\$ 63,613,777	\$ 26,922,166	\$ 36,691,611	57.7%
OPERATING EXPENDITURES								
SALARIES	\$ 18,967,852	\$ 6,334,457	\$ 12,633,395	66.6%	\$ 17,860,147	\$5,106,108	\$ 12,754,039	71.4%
EMPLOYEE BENEFITS	7,816,538	2,286,179	5,530,359	70.8%	7,598,570	1,978,536	5,620,034	74.0%
SUPPLIES	445,602	110,931	334,671	75.1%	414,572	198,735	215,837	52.1%
TRAVEL AND TRAINING	341,460	22,360	319,100	93.5%	344,264	108,060	236,204	68.6%
DIRECT CONTRACT SERVICES	9,089,940	1,977,681	7,112,259	78.2%	9,351,090	2,275,620	7,075,470	75.7%
INDIRECT CONTRACT SERVICES	1,860,242	530,113	1,330,129	71.5% 3	1,858,035	552,550	1,305,485	70.3%
MEDICAID COSTS	24,300,000	11,216,428	13,083,572	53.8% 4	28,040,000	13,067,832	14,972,168	53.4%
UTILITIES	535,000	102,993	432,007	80.7%	562,000	139,287	422,713	75.2%
RENTALS	8,245	1,999	6,246	75.8%	8,000	1,999	6,001	75.0%
ADVERTISING	136,000	61,811	74,189	54.6%	131,000	45,203	85,797	65.5%
OTHER EXPENSES	332,635	124,750	207,885	62.5%	324,580	210,315	114,265	35.2%
EQUIPMENT	112,000	35,845	76,155	68.0%	111,000	63,508	47,492	42.8%
REAL PROPERTY IMPROVEMENT	200,000	13,398	186,602	93.3%	200,000	-	200,000	100.0%
TOTAL EXPENDITURES	\$ 64,145,514	\$ 22,818,945	\$ 41,326,569	64.4%	\$ 66,803,258	\$ 23,747,753	\$ 43,055,505	64.5%
NET REVENUES AND EXPENDITURES	\$ (2,578,712)	\$ 9,501,547			\$ (3,189,481)	\$ 3,174,413		
BEGINNING FUND BALANCE		ACTUAL						
PLUS: REVENUE	\$ 57,765,589	\$ 57,765,589						
LESS: EXPENDITURES	61,566,802	32,320,492						
	(64,145,514)	(22,818,945)						
ENDING FUND BALANCE	\$ 55,186,877	\$ 67,267,136						

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

**SUMMIT COUNTY DD BOARD
NOTES TO THE FINANCIAL STATEMENT
FOR THE MONTH ENDED APRIL 30, 2021
(Rounded)**

An evenly distributed monthly budget 8.3%
Evenly distributed budget remaining for eight months 66.7%

Revenue:		
1	Property Taxes:	
	First half property tax settlement including house trailer tax.	\$ 24,404,000
2	Reimbursements:	
	Medicaid Administrative Claims (MAC) quarterly reimbursement,	528,500
	The Medicaid Administrative Claims and Targeted Case Management portions of the 2017 Cost Report audit settlement and the entire 2018 settlement.	
	The total amount of the combined cost report settlements was approximately \$6.2m of which approximately \$1.6m was added to the Permanent Improvement fund.	4,601,200

Expenditures:		
3	Indirect Contract Services:	
	Licensing, maintenance and support contract renewals for the following applications:	
	Primary Solutions - Gatekeeper and ohioDD.com applications used for billing tracking and utilization of services provided to eligible individuals,	
	Binary Defense Systems - Enhanced security monitoring of our IT systems,	29,800
	Kronos - Workforce ready timekeeping system,	44,300
	airSlate - Electronic signature application.	24,900
	Payments to DODD for the following costs:	32,400
	Quarterly Medicaid waiver administrative fee,	
	Quarterly Medicaid waiver match,	407,900
	One-time provider support payment.	4,494,200
4	Medicaid Costs:	1,416,600

Revenue:		Year to Date
	Other Receipts:	
	Refund from the Akron Community Foundation for undistributed funds with the Summit County COVID-19 Nonprofit Emergency Relief Grant program.	\$ 56,000
Expenditures:		
	Employee Benefits:	
	January is a premium holiday month realizing a savings on medical and dental costs.	(404,200)
	Other Expenses:	
	Ohio Association of County Boards (OACB) 2021 annual dues.	92,700

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Surplus inventory	Summit DD has items in inventory that are no longer needed or usable	The Board approve the request to transfer, auction, or dispose of the surplus inventory

SUPPORTING DATA FOR RECOMMENDATION

There are a large amount of surplus items and equipment that are no longer needed by Summit DD.

These assets are identified on the attached list.

The items on the list may be sold to other local government entities as surplus assets that are no longer needed by Summit DD, donated, or offered for sale via internet auction where assets are sold to the highest bidder. Any assets remaining after going through these processes will be disposed of in an environmentally safe manner.

It is recommended that the Board approve the request to remove and sell or scrap the identified surplus assets in accordance with the Ohio Revised Code.

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

Submitted By: Russ DuPlain

Date: May 2021

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

County of Summit Declaration of Surplus Inventory Form

Summit Board of DD - IT & Facilities Departments
Department

5/3/2021

Date

Russell DuPlain
Contact Person

330-634-8830
Contact Phone

I hereby declare the below listed items are either obsolete, unfit for use, or are generally no longer needed by this department.

Signature of Department Administrator

	ITEM DESCRIPTION (Make/Model)	SERIAL NUMBER	INVENTORY TAG NUMBER	CONDITON Excellent (But no longer needed), Good, Fair, Poor, Scrap	ESTIMATED VALUE
1	2011 Ford 350 Super Duty	1FTRF3B69BEA81479		Fair - Good	\$14000-19000
2	2008 Ford Econoline Van	1FBNE31L78DB47040		Fair	\$7000-10000
3	HP CP2025	CNGS453377		Scrap	
4	HP CP2025	CNBS209404	DD203479	Scrap	
5	Muratek F-320	D9436090243006	A3971	Scrap	
6	Muratek F-320	D9436090243012	A3977	Scrap	
7	HP Photosmart B8550	MY05H1103Y		Scrap	
8	HP Photosmart 7460	MY86IKG01R		Scrap	
9	ELO et1925I-8uwa-1	925LIU5513076K		Scrap	
10	ELO et1928I-8cwm-1-gy-g	F08C014320		Scrap	
11	ELO et1928I-8cwm-1-gy-g	728123570C		Scrap	
12	ELO et1928I-8cwm-1-gy-g	F08C014299		Scrap	
13	ELO et1928I-8cwm-1-gy-g	F08C006554		Scrap	
14	ELO et1928I-8cwm-1-gy-g	728123581C		Scrap	
15	ELO et1928I-8cwm-1-gy-g	728123548C		Scrap	
16	Dell Optiplex Gxa	DVT2K	025725	Scrap	
17	Avaya 6221A01B	IC3179A-6221		Scrap	
18	Bogen MCDS4	0923ACS04274		Scrap	
19	Ameritech M8009	NT2N24AD1351	T004003	Scrap	
20	Wyse SX0	6E8DK201338		Scrap	
21	ViewSonic (VS13698)	S9Z103405870	N/A	Poor	
22	LG (Flatron W1943SS-PF)	109TPNY06423	N/A	Poor	
23	ViewSonic (VA1931WA)	S9Z103406305	N/A	Poor	
24	LG (FlatronW2243S)	911UXBP4J469		Poor	
25	Samsung (EX2220X)	CL22HVDZ501426L		Poor	
26	LG (Flatron W2242P)	905NDQA1J212		Poor	
27	ViewSonic (VA1931WA)	S9Z103406338		Poor	
28	Dell (Optiplex 3010)	JQ9D5V1		Good	
29	Dell (Optiplex 3010)	F9DYGX1		Good	
30	Dell (Optiplex 3010)	338PPW1		Good	
31	Dell (Optiplex 3010)	8JGZWW1		Good	
32	Dell (Optiplex 3010)	JN2T8V1		Good	
33	Dell (Optiplex 3010)	CKN5CY1		Good	
34	Elo (ET1928L8CWM1GYGE686772)	F08C006551		Scrap	
35	Elo (ET1928L8CWM1GYGE686772)	728123591C		Scrap	
36	LG (Flatron W1934S)	905UXXQ9S786		Poor	
37	Elo (ET1928L8CWM1GYGE686772)	F08C006552		Scrap	
38	Elo (ET1928L8CWM1GYGE686772)	F08C014338		Scrap	
39	Dell (Optiplex 755)	J07RNH1		Scrap	
40	Dell (Optiplex 755)	D54SNH1		Scrap	
41	Dell (Optiplex 755)	354SNH1		Scrap	
42	Dell (Optiplex 755)	954SNH1		Scrap	
43	Dell (Optiplex 755)	C54SNH1		Scrap	
44	Dell (Optiplex 755)	754SNH1		Scrap	
45	Dell (Optiplex 755)	J44SNH1		Scrap	
46	Dell (Optiplex 380)	JFM3NM1		Scrap	
47	Dell (Optiplex GX260)	4FXQT21	027233	Scrap	
48	Surface Pro 3	019942351053	DD200171	Poor	
49	Surface Pro 4	026266662653	DD200313	Poor	
50	Surface Pro 3	051467543353	DD200070	Scrap	
51	Surface Pro 4	060521762053	DD200298	Scrap	
52	Surface Pro 3	043510145253	DD200130	Poor	
53	Surface Pro 4	050634363753	DD200354	Scrap	
54	Surface Pro 4	044652743353	DD200056	Poor	
55	Surface Pro 3	028180252453	DD200214	Fair	
56	Surface Pro 3	043291245253	DD200175	Fair	
57	Surface Pro 3	001347650753	DD200301	Fair	
58	Surface Pro 3	017121250753	DD200185	Fair	
59	Surface Pro 3	043268545253	DD200170	Fair	
60	Surface Pro 3	052470443353	DD200063	Fair	
61	Surface Pro 3	024770152453	DD200236	Fair	

	ITEM DESCRIPTION (Make/Model)	SERIAL NUMBER	INVENTORY TAG NUMBER	CONDITION Excellent (But no longer needed), Good, Fair, Poor, Scrap	ESTIMATED VALUE
62	Surface Pro 3	050797760853	DD200291	Fair	
63	Surface Pro 3	037726351553	DD200197	Fair	
64	Surface Pro 3	024353442853	DD200049	Fair	
65	Surface Pro 3	042876243353	DD200059	Fair	
66	Surface Pro 3	014113443253	DD200325	Fair	
67	Surface Pro 3	043016743353	DD200068	Fair	
68	Surface Pro 3	047570545253	DD200122	Fair	
69	Surface Pro 3	031708243353	DD200053	Fair	
70	Surface Pro 4	011894571653	DD200356	Poor	
71	Surface Pro 3	051284160853	DD200259	Fair	
72	Surface Pro 3	018447444953	DD200156	Fair	
73	Surface Pro 3	004041544953	DD200044	Poor (Bad mic)	
74	Surface Pro 3	037726351553	DD200197	Fair	
75	Surface Pro 3	042714343353	DD200076	Fair	
76	Surface Pro 3	014113443253	DD200325	Fair	
77	Surface Pro 3	020926243453	DD200306	Fair	
78	Surface Pro 3	015409243353	DD200062	Fair	
79	Surface Pro 3	035473650253	DD200081	Fair	
80	Surface Pro 3	029327550753	DD200182	Fair	
81	Surface Pro 3	085610143153	DD200165	Fair	
82	Surface Pro 3	006976771653	DD200281	Fair	
83	Surface Pro 3	043297345253	DD200107	Fair	
84	Surface Pro 3	043297345253	DD200222	Fair	
85	Surface Pro 3	018454644953	DD200157	Fair	
86	Surface Pro 3	059155345153	DD200119	Fair	
87	Surface Pro 3	043269445253	DD200115	Fair	
88	Surface Pro 4	055840654853	DD200367	Poor	
89	Surface Pro 3	081829750253	DD200294	Poor	
90	Surface Pro 3	018982743353	DD200019	Poor	
91	Surface Pro 1	001083232653	DD200004	Fair	
92	Surface Pro 1	028542731753		Fair	
93	Surface Pro 1	035453132753	DD200041	Fair	
94	Surface Pro 1	034644732753	DD200047	Fair	
95	Surface Pro 4	041164562053	DD200297	Fair	
96	Surface Pro 3	021308751053	DD200132	Poor	
97	Surface Pro 3	021241451053	DD200145	Poor	
98	Surface Pro 3	010800543353	DD200009	Poor	
99	Surface Pro 4	026487165053	DD200337	Poor	
100	Surface Pro 4	012372663953	DD200343	Poor	
101	Surface Pro 3	036417743253	DD200191	Fair	
102	Surface Pro 4	040639662053	DD200271	Poor	
103	Surface Pro 3	038066543353	DD200093	Poor	
104	Surface Pro 3	051524443353	DD200086	Fair	
105	Surface Pro 3	043022343353	DD200240	Fair	
106	Surface Pro 3	018289744953	DD200106	Fair	
107	Surface Pro 3	051001760583	DD200261	Fair	
108	Surface Pro 3	090260444353	DD200043	Fair	
109	Surface Pro 3	043602645253	DD200176	Fair	
110	Surface Pro 3	050240343353	DD200060	Fair	
111	Surface Pro 3	042820545253	DD200126	Fair	
112	Surface Pro 1	001083232653	DD200004	Fair	
113	Surface Pro 5th Gen	006976771653	DD200357	Fair	
114	Surface Pro 1	028542731753		Fair	
115	Surface Pro 3	043694245253	DD200141	Fair	
116	Surface Pro 4	088137172453	DD200351	Fair	
117	Surface Pro 4	043762662053	DD200286	Fair	
118	Surface Pro 3	036084750253	DD200094	Fair	
119	Surface Pro 3	041835742353	DD200162	Fair	
120	Surface Pro 3	047451745253	DD200102	Poor	
121	Surface Pro 4	053667162053	DD200275	Poor	
122	Surface Pro 3	042592645253	DD200155	Fair	
123	Surface Pro 3	047741545253	DD200129	Poor	
124	Surface Pro 4	049355265253	DD200315	Fair	
125	Surface Pro 3	043094150353	DD200098	Fair	
126	Surface Pro 3	042189445253	DD200292	Fair	
127	Surface Pro 4	019379662053	DD200287	Fair	
128	Surface Pro 3	117985453853	DD200269	Fair	
129	Surface Pro 3	045804745253	DD200125	Poor	
130	Surface Pro 3	051468443353	DD200055	Poor	
131	Surface Pro 3	026533251653	DD200212	Poor	
132	Surface Pro 3	067602742953	DD200097	Fair	
133	Surface Pro 3	9380145053	DD200324	Fair	
134	Surface Pro 3	20044444653	DD200335	Fair	
135	Surface Pro 3	013070363553	DD200310	Fair	
136	Surface Pro 3	009708444953	DD200168	Fair	

	ITEM DESCRIPTION (Make/Model)	SERIAL NUMBER	INVENTORY TAG NUMBER	CONDITON Excellent (But no longer needed), Good, Fair, Poor, Scrap	ESTIMATED VALUE
137	Surface Pro 3	010804161253	DD200312	Fair	
138	Surface Pro 3	015297462053	DD200285	Fair	
139	Surface Pro 3	051024260853	DD200265	Fair	
140	Surface Pro 4	069841755253	DD200327	Fair	
141	Surface Pro 4	008411762053	DD200345	Fair	
142	Surface Pro 3	024770152453	DD200236	Fair	
143	Surface Pro 3	088423372453	DD200355	Fair	
144	Surface Pro 3	024818551553	DD200199	Fair	
145	Surface Pro 3	083866445153	DD200188	Fair	
146	Surface Pro 3	002348460653	DD200258	Fair	
147	Surface Pro 3	051891443353	DD200069	Fair	
148	Surface Pro 4	022760455353	DD200314	Fair	
149	Surface Pro 3	066990542953	DD200008	Fair	
150	Surface Pro 3	042830445253	DD200160	Fair	
151	Surface Pro 3	002776651953	DD200193	Fair	
152	Surface Pro 3	042831345253	DD200152	Fair	
153	Dell 22" Monitor	CN-0FP04F-72872-297-F6YS		Scrap	
154	Dell 22" Monitor	CN-0FP04F-72872-297-AHQ5		Poor	
155	Acer 24" Monitor	MMLV6AA001447025FC4239		Poor	
156	LG 19" FLATRON Monitor	907UXMT0A691		Scrap	
157	Dell 22" Monitor	CN-0TYXD9-74445-11V-A4YL		Poor	
158	Dell 22" Monitor	CN-0FP04F-72872-479-C7TM		Poor	
159	Dell 22" Monitor	CN-0FP04F072872-487-A5PM		Poor	
160	Dell 22" Monitor	CN-0FP04F-72872-297-F3RS		Poor	
161	Dymo Labelwriter 210D	DB9500130200B		Poor	
162	Dymo Labelwriter 210D	DB1020154792B		Poor	
163	Canon PowerShot SD1300 IS	.032062084100		Poor	
164	Kodak EasyShare C143	KCGMU03916529		Poor	
165	HP Dock			Poor	
166	Tripp-Lite VGA Switch	2343AMT		Fair	
167	Tripp-Lite VGA Switch	2338AMT		Fair	
168	Surface Pro 3	066990542953	DD200008	Fair	
169	Surface Pro 3	042831345253	DD200152	Fair	
170	Dell Latitude E6440 laptop	3CTPVY1	DD200224	Fair	
171	Dell Pro3X docking station	QAD0162902553		Fair	
172	StarTech 2 Port USB HDMI KVM Switch with Audio	GG2711SA00061		Good	
173	Hitachi CP-X2511 Projector	F1BU11483	DD203076	Good	
174	Avaya Phone Model 9620C	11N508304675		Good	
175	Avaya Phone Model 9620C	11N508304730		Good	
176	Avaya Phone Model 9620L	09N513301325		Good	
177	StarTech 2 Port USB HDMI KVM Switch with Audio	GG2711SD00008		Good	
178	StarTech 2 Port USB HDMI KVM Switch with Audio	GG2711SD00010		Good	
179	HPC6490A Printer	MY3BE4Q0KZ	027662	Fair	
180	FujiFilm X5100 Digital Camera	43A56735	028223	Fair	
181	Surface Pro 3	019846751553	DD200200	Fair	
182	Surface Pro 3	030875553253	DD200252	Fair	
183	Surface Pro 3	039843161553	DD200338	Fair	
184	Surface Pro 3	041834145253	DD200140	Poor	Battery no charge
185	Dell Optiplex 7040	1VNZCH2		Poor	Bad power supply
186	Dell Optiplex 7040	1VMZCH2		Poor	Bad motherboard
187	Dell Optiplex 3010	C5CSVV1		Fair	
188	Dell Optiplex 3010	CKQ4CY1		Fair	
189	Dell Optiplex 3010	58JZCX1		Poor	No HDD, optical drive
190	Surface Pro 3	018452144953	DD200116	Fair	No OS
191	Surface Pro 3	001666244953	DD200128	Fair	
192	Surface Pro 3	016526145253	DD200079	Fair	
193	Surface Pro 3	043696745253	DD200133	Poor	Cracked screen
194	Surface Pro 1	003540232653	DD200002	Fair	
195	Surface Pro 3	051472243353	DD200088	Fair	
196	Surface Pro 3	038848451353	DD200187	Poor	Bad Battery
197	Surface Pro 3	043276645253	DD200124	Poor	Wifi Antenna bad
198	Surface Pro 3	060489143053	DD200020	Poor	Screen Damage
199	Surface Pro 4	045087462053	DD200279	Poor	Battery bulging
200	Surface Pro 4	021727271953	DD200469	Fair	
201	Surface Pro 3	042924745253	DD200150	Fair	
202	Surface Pro 3	044330743353	DD200207	Poor	No Battery
203	Surface Pro 4	066455262953	DD200334	Fair	
204	Surface Pro 3	042190545253	DD200149	Fair	
205	Surface Pro 4	046785562053	DD200276	Poor	No touch screen
206	Surface Pro 3	028427552453	DD200231	Poor	Trouble turning on
207	Surface Pro 3	025827451553	DD200195	Fair	
208	Surface Pro 4	013025380453	DD200382	Fair	
209	Surface Pro 3	009317144953	DD200166	Fair	
210	Panasonic Cordless Phone	7HBXA244193		Poor	
211	Surface Pro3	064583245153	DD200254	Scrap	In pieces

	ITEM DESCRIPTION (Make/Model)	SERIAL NUMBER	INVENTORY TAG NUMBER	CONDTION Excellent (But no longer needed), Good, Fair, Poor, Scrap	ESTIMATED VALUE
212	Surface Pro 4 Docks - Quantity of 17			Good	
213	Surface Pro 3 Docks - Quantity of 52			Fair	
214	HP 2013 UltraSlim Docking Station - Quantity of 1			Fair	
215	Hitachi CP-X328 Projector	RT3H021785		Fair	Needs Bulb
216	HP Proliant DL360G7	USE126N9S6		Scrap	
217	HP Proliant DL360G7	USE126N9LR		Scrap	
218	SYS103R2UE 9L149M-01			Scrap	
219	VMD200REMF007032-01 0212			Scrap	
220	Avaya Phone 9670G	11N534204893		Fair	
221	Kronos System 4500	00JC151297		Scrap	
222	Kronos System 4500	00S1720630		Scrap	
223	Surface Pro 1	032159141353	DD200001	Fair	
224	Dell Laptop Dock			Fair	
225	Surface Pro 2	032159141353	DD200001	Fair	

MINUTES – work session and regular meeting
Thursday, April 22, 2021

Summit County Developmental Disabilities Board

MINUTES – DRAFT

Thursday, April 22, 2021
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, April 22, 2021 via video conference. The **work session** convened at 5:39 p.m.

BOARD MEMBERS PRESENT

Tom Quade, Board President
Tami Gaugler, Board Vice President
Jason Dodson, Board Secretary
Meghan Wilkinson
Denise Ricks
Allyson V. James
Dave Dohnal

ALSO PRESENT

John J. Trunk, Superintendent	Joe Eck, Director of Labor Relations & Risk Management
Lisa Kamlowsky, Assistant Superintendent	Danyelle Conner, Director of Human Resources
Holly Brugh, Director of SSA & Children's Service	Drew Williams, Director of Community Supports & Development
Mira Pozna, Director of Fiscal	Maggi Albright, Recording Secretary
Russ DuPlain, Director of IT & Facilities	Janice Houchins, FCFC Director
Billie Jo David, Director of Communications & Quality	

I. ADM BOARD COLLABORATIVE FUNDING AGREEMENT

About ten years ago Summit DD and the ADM Board agreed to jointly contribute funds in the amount of \$50,000 per agency into a collaborative funding account to support individuals eligible for services through both organizations. The original \$100,000 has been used for necessary services such as assessments, crisis stabilization, treatment and access to community resources. In 2017, both agencies agreed that funds could also be used for things such as rent, utilities and upkeep for an adult respite home utilized by both agencies. This home serves as short-term residential placement aimed at stabilization and transition back to the original residential setting or into a more appropriate setting. In the past four years, twenty-one individuals have accessed this home with successful transitions back into the community. Continued contribution of funds into the joint account is even more essential, as there are over 1,400 individuals eligible for Summit DD services who also have at least one additional mental health diagnosis.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

WORK SESSION *(continued)*

I. ADM BOARD COLLABORATIVE FUNDING AGREEMENT *(continued)*

The request is to enter into an Agreement to contribute \$50,000 into the joint Summit DD/ADM Board fund. Funds are available in the budget and the ADM Board Collaborative Agreement has been recommended for approval by the April Finance & Facilities Committee.

II. DILIGENT ELECTRONIC SECURITY SYSTEM CONTRACT

Summit DD will need to implement access controls and security systems at the renovated Cuyahoga Falls and Barberton facilities. Staff interviewed several different firms and have been working with a local vendor based in Akron, Diligent Electronic Security Systems, to design the best systems for each location. This will include card reader access for employees, visitor management, video surveillance, active intruder alerting and a burglar alarm system and related monitoring. Working with one vendor will allow integration between systems, which is something Summit DD currently does not have. The request is to enter into agreements with Diligent Electronic Security Systems in an amount not to exceed \$148,585, which includes a 10% contingency. Conducting an RFP was not necessary since this vendor is under state term contract pricing. Cost of these systems is a planned expense within the overall renovations budget and would be funded from the Permanent Improvement fund. Mr. Dohnal asked about the active intruder alerting. Mr. Trunk replied that there will be pull stations, similar to fire alarms, that staff can utilize in the event of an emergency. The Diligent Electronic Security Systems contract has been recommended for approval by the April Finance & Facilities Committee.

III. DELL PURCHASE

Summit DD will be implementing a new data center, also known as a server room, at the Cuyahoga Falls facility as part of the renovations. It will replace the current data operations center located at the Administration building. The majority of existing servers and storage equipment are over ten years and are at or beyond being able to be supported by vendors. The request is to purchase servers, racks, storage appliances, power components and miscellaneous related equipment in an amount not to exceed \$70,050, which includes a 10% contingency. These items are under state term contract pricing so conducting an RFP was not necessary. The cost to implement these systems is a planned expense in the overall renovations budget and would be funded from the Permanent Improvement fund. The requested purchase from DELL has been recommended for approval by the April Finance & Facilities Committee.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

WORK SESSION *(continued)*

IV. ADVIZEX AGREEMENTS

Staff have been planning for the implementation of a new data center at Cuyahoga Falls, which would include installation and consulting support. The IT staff interviewed and received pricing estimates from several vendors before selecting Advizex Technologies. The estimated cost to purchase servers, storage, networking and perimeter security equipment is \$362,797, which includes network equipment for both buildings beyond what is needed in the data center. Consulting and implementation fees are \$83,148 and a 10% contingency has been added bringing the total cost of Advizex agreements to \$490,540. The items included in this scope are under state term contract pricing, so an RFP was not necessary. It should be noted that additional vendor discounts beyond that pricing schedule were extended. Costs are part of the overall renovations project and would be funded from the Permanent Improvements fund. The Advizex Agreements have been recommended for approval by the April Finance & Facilities Committee.

V. TRIAD GROUP CONTRACT

As Summit DD enters the construction phase of renovating the Barberton and Cuyahoga Falls facilities staff need an owner's representative with expertise in the construction field and familiarity with the project to ensure a successful end result. The principal of the Triad Group was heavily involved in the analysis and planning in 2018 and 2019 and has also been serving as Summit DD's owner's representative in the design and preconstruction phases. The request is to contract with Triad Group to continue to act as the owner's representative for the remainder of the facilities renovations project. The total amount of the contract would not exceed \$145,200, which includes a 10% contingency. This amount is in line with budgeted expenses for the project and funds are available in the permanent improvement fund. The contract with Triad Group has been recommended by the March Finance & Facilities Committee.

VI. FAMILY AND CHILDREN FIRST COUNCIL ADMINISTRATIVE AGENT AGREEMENT

The Ohio Revised Code (ORC) Section 121.37 directs that each county in Ohio establish a Family and Children First Council (FCFC) to streamline and coordinate services for families and children. FCFC membership includes numerous local agencies that fund, advocate and provide services to children and families. FCFC Executive Committee members include: Summit County Juvenile Court, Summit DD, Summit County ADM Board, Summit County Public Health and Summit County CSB. Each county FCFC must designate an Administrative Agent (AA) from among the member public entities. The designated AA serves as FCFC's appointing authority for council employees and is responsible to ensure that expenditures are handled in accordance with rules applicable to council functions, among other duties.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

WORK SESSION *(continued)*

VI. FAMILY AND CHILDREN FIRST COUNCIL ADMINISTRATIVE AGENT AGREEMENT *(continued)*

The Summit County FCFC approved the transition of AA responsibilities from Summit County Public Health to Summit DD to coincide with state fiscal year 2022. A proposed agreement, attachment #6, identifies the rights and responsibilities of the FCFC and Summit DD as AA. Summit County FCFC employs a Director and two additional staff who provide service coordination functions. These three staff would become employees of Summit DD effective with the transition. The agreement is for the period July 1, 2021 through June 30, 2022. FCFC is about a \$3 million dollar program with a variety of local, state and federal funding sources. All FCFC costs are covered through these grants with the exception of in-kind costs associated with space and administrative support. Mr. Trunk introduced FCFC Director, Janice Houchins, and said that she has been the Summit County FCFC Director for about four years and has done a fantastic job of bringing structure to the system. Ms. Houchin thanked the Superintendent and the Board and said she and her staff are excited to become part of the Summit DD Team! She stated that every Summit DD staff with which she has interacted has been so helpful and supportive. Ms. Houchins stated she has been with FCFC for 23 years. She served 14 years at the state FCFC as regional coordinator, then five years as the Stark County FCFC Director before coming to Summit County about four years ago. FCFC has been around since 1993 with a Council in every county. The Council is a partnership between state and local government, community agencies and families to build a system of care serving individuals from birth through age 21. One of the most important roles is to make sure there is an adequate array of services that are coordinated and streamlined, particularly for families with children involved in multiple systems. The FCFC AA Agreement has been recommended for approval by the April Finance & Facilities Committee.

VII. MARCH FINANCIAL STATEMENTS

Revenue for March included \$421,000 for Medicaid Administrative Claims (MAC) quarterly reimbursement and \$551,900 for State fiscal year 2019 waiver match reconciliation. Expenditures for the month included \$24,400 for licensing, maintenance and support and contract renewals for IT systems and payment of \$92,700 for OACB annual dues. March ended with a deficit of \$10,527,285 and a fund balance of \$47,238,304. Mrs. Pozna noted that yesterday the first half tax settlement was received so that will be reflected on the April financial statements. The March Financial Statements have been recommended for approval by the April Finance & Facilities Committee.

The work session adjourned at 6:06 p.m.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 6:06 p.m.

I. APPROVAL OF MINUTES

A. MARCH 25, 2021 (combined work session and regular meeting)

R E S O L U T I O N

No. 21-04-01

Mrs. Ricks moved that the Board approve the minutes of the March 25, 2021 combined work session and regular meeting. The motion, seconded by Mrs. Gaugler, was unanimously approved.

II. BOARD ACTION ITEMS

A. TRIAD GROUP CONTRACT

R E S O L U T I O N

No. 21-04-02

Mrs. Gaugler moved that the Board approve a contract with Triad Group for consulting services related to the Cuyahoga Falls and Barberton facilities renovations project in an amount not to exceed One Hundred Forty Five Thousand Two Hundred Dollars (\$145,200), and that the Superintendent be authorized to sign said contract. The motion, seconded by Ms. James, was unanimously approved.

B. FAMILY AND CHILDREN FIRST COUNCIL ADMINISTRATIVE AGENT AGREEMENT

R E S O L U T I O N

No. 21-04-03

Mr. Dohnal moved that whereas Summit County Family and Children First Council (FCFC) is required to designate an Administrative Agent; and

Whereas on January 21, 2021, Summit County FCFC approved Summit DD to serve as its Administrative Agent for SFY 2022;

Therefore be it resolved that the Board agrees to serve as Administrative Agent for the Council for the period July 1, 2021 through June 30, 2022.

Be it further resolved that the Board authorizes the Superintendent to take any action necessary to effectuate the transition of the Administrative Agent responsibilities from Summit County Public Health to Summit DD. The motion, seconded by Mrs. Gaugler, was unanimously approved.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

BOARD MEETING *(continued)*

II. BOARD ACTION ITEMS *(continued)*

C. MARCH FINANCIAL STATEMENTS

R E S O L U T I O N

No. 21-04-04

Ms. James moved that the Board approve the March Financial Statements. The motion, seconded by Mrs. Ricks, was unanimously approved.

III. SUPERINTENDENT'S REPORT

Superintendent Trunk reported a total of 201 people have tested positive for COVID-19 with weekly cases holding steady at two for the last month. No one who is fully vaccinated has tested positive or shown symptoms, even when exposed. Vaccines are now readily available at many community sites for people who want them. Summit DD has supplied 21,600 pieces of PPE/cleaning supplies and supported the sanitization of 1,522 vehicles, 20 homes and 8 day-center locations. In 2020 about 671 individuals returned to their day programs with most returning in June or July. So far in 2021 another 146 people have return for a total of 817 people. This is a little less than half of the people who were attending day programs prior to the pandemic. Mr. Quade asked if there is any information about day programming staff relative to getting vaccinated. Mr. Trunk replied providers are reporting that more staff are starting to get vaccinated. Mr. Williams added that day program staff seem more interested in getting the vaccine than residential staff. He noted the availability of the J&J vaccine has prompted more people to get vaccinated. Lots of information and education is being provided so hopefully that will also help people feel comfortable to get vaccinated. The Superintendent thanked Tami Gaugler for bringing to staffs' attention a vaccine education fund that may be available.

Mr. Trunk mentioned the state budget has gone through committees in the House and will now move on to the Senate. Some initiatives, such as Early Intervention and multi-system youth that were included made it through the House, however the Governor-supported 5% wage increase for DSPs was removed. There have been discussions for years among county boards and at the state level about the need for better DSP wages but unfortunately this piece was pulled from the budget.

Mr. Trunk mentioned demolition of interior walls and ceilings has started at the Barberton and Cuyahoga Falls facilities. He noted there will be a groundbreaking ceremony at the Cuyahoga Falls site on Monday, May 3rd. He thanked Lisa Kamlowksy, Russ DuPlain and so many others who have been working over the past few years on this project and said it is exciting to see construction beginning.

MINUTES – work session and regular meeting
Thursday, April 22, 2021

BOARD MEETING *(continued)*

III. SUPERINTENDENT'S REPORT *(continued)*

Mr. Trunk recently met with Executive Shapiro and her staff and also Judge Stormer to provide updates on the renovations project, Summit DD initiatives and other general updates as well as what to expect in 2021. He noted that there was full support for the path the Board is on.

The Superintendent will be part of a state-wide panel discussion on May 25th about provider relations and how to support the provider community. He was asked to share some of the successful partnerships in Summit County. It is an open forum that will include several other superintendents, business managers and SSAs from around the state.

Mr. Trunk reminded the Board that the OACB Spring Conference will be conducted virtually this year. There are a variety of sessions offered over several days with good educational content and the opportunity to earn continuing professional development units (CPDU), which are part of Board Member requirements each year. Please contact Maggi Albright if you need assistance with registration, etc.

IV. PRESIDENT'S COMMENTS

Mr. Quade thanked the Superintendent and staff for continued hard work and commitment. He stated he will continue to recognize the great work and amazing Leadership Team and staff for their efforts. He thanked Billie Jo David for her very thorough and informative MUI in-service training on an important topic. Mr. Quade welcomed Janice Houchins and said she is joining a fantastic team. He said he has been on FCFC Councils in three different counties over the years and knows the good work Councils do. Mr. Quade urged everyone to please be safe and encouraged people to consider getting the vaccine. The vaccine is a supplement, and everyone should be diligent and continue to follow safety guidelines.

There being no further business, the Board Meeting adjourned at 6:26 p.m.

Jason Dodson, Secretary