

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

# AGENDA

Thursday, October 28, 2021  
Administrative Board Room  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. MERAKEY CONTRACT
- II. SUMMIT COUNTY DEPARTMENT OF JOB & FAMILY SERVICES CONTRACT
- III. BRITTCO SOFTWARE CONTRACT

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

*No Action Items Discussion Previously this Month*

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

- IV. REVISED POLICY #2015 SMOKE AND TOBACCO-FREE WORKPLACE
- V. SEPTEMBER FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. SEPTEMBER 23, 2021 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. REVISED POLICY #2015 SMOKE AND TOBACCO-FREE WORKPLACE
  - B. SEPTEMBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Contract with Merakey to provide a Dual Diagnosis Treatment Team (DDTT) for eligible individuals referred by Summit DD.	There are a lack of comprehensive treatment options, including real time support, for individuals with a co-occurring mental health diagnosis and developmental and intellectual disability (IID).	Recommend that the Board approve a one-year contract with Merakey for the period 12/1/21 to 12/31/22, for a total contract amount not to exceed \$1,000,000.

### SUPPORTING DATA FOR RECOMMENDATION

**Service Area:** Service and Supports and Community Supports and Development  
**# of Individuals Anticipated to Serve:** Approximately 20

Summit DD currently serves almost 1400 individuals who have at least one mental health diagnosis in addition to their diagnosis of developmental and intellectual disability (IID). These individuals often present with complex emotional, behavioral, physical, and social problems which create challenges for their families, providers, and community supports. In addition, most providers in Summit County and across the state of Ohio do not offer clinical or mental health services. This can result in the DSP staff working with these individuals not having the resources and experience required to assist these individuals, especially in times of crisis. As a result, provider staff and families often resort to calling 911 to assist, leading to transportation via ambulance to the local emergency room with admission into either the psych ward or a behavioral treatment facility. From there, Summit DD is usually forced to place individuals into a Developmental Center or Residential Treatment Facility. Last year Summit DD spent over \$650,000 in both local and waiver funding on just five individuals who fit this profile.

Merakey offers a Dual Diagnosis Treatment Team (DDTT) which is designed to provide comprehensive support to the types of individuals listed above. Each DDTT consists of a team of people including but not limited to a Program Director, Behavioral Specialist, Recovery Coordinator, Registered Nurse, treating psychiatrist, pharmacist, medical doctor, and administrative assistant who would all be included on a referred individual's team.

Services are person-centered, strengths-based, and recovery-oriented and include:

- An initial assessment,
- Functional Behavioral Analysis
- Medication monitoring/management,
- Safety/crisis plan development
- Treatment/recovery planning, including discharge/transition planning beginning with the initial treatment plan
- Coordination with physical health

Submitted By: Holly Brugh & Drew Williams For:  Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: October 2021 \_\_\_\_\_

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

- Trauma Care and Planning

Individualized treatment plans will be developed based on each consumer's diagnosis, behavioral patterns, and other identified unique needs. DDTT services are provided to an individual on average for 12-15 months. DDTT is also there to provide comprehensive training and support to the individual's family and provider team and will provide crisis management twenty-four hours per day, seven days per week.

Expected outcomes include:

- A reduction in the number of emergency room presentations and inpatient admissions;
- An increase in the number of individuals who can maintain, or obtain and maintain safe, affordable housing in their community;
- An increase in the length of time an individual maintains their housing in the community;
- A reduction in the number of crisis services;
- Transfer of life/coping skills to natural/paid supports;
- Satisfaction with program delivery as evidenced through results of consumer satisfaction surveys;
- For individuals who are also involved in the criminal justice system, additional outcomes include: A reduction in the number of re-arrests & reduction in the number of individuals who have new arrests/incarcerations.

Costs are billed \$1225 per week per person served by the DDTT.

Funds are in the 2021 and 2022 budgets.

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

Submitted By: Holly Brugh & Drew Williams    For:    \_\_\_ Superintendent/Assistant Superintendent

\_\_\_X\_\_\_ Finance & Facilities Committee

\_\_\_X\_\_\_ Services & Supports Committee

\_\_\_ HR/LR Committee

Date: October 2021\_\_\_\_\_

**CONTRACT  
BY AND BETWEEN  
MERAKEY ALLOS, INC.  
AND  
SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

THIS CONTRACT is entered into by and between *MERAKEY ALLOS, INC.* located at 620 E. Germantown Pike, Lafayette Hill, PA 19444, hereinafter referred to as “MERAKEY”; and Summit County Developmental Disabilities Board, located at 89 E. Howe Rd., Tallmadge, OH 44278, hereinafter referred to as “SUMMIT DD”, a political subdivision authorized under the laws of the State of Ohio pursuant to Chapter 5126 of the Ohio Revised Code.

The term of this Contract shall commence on November 1, 2021 and shall remain in effect through December 31, 2022.

WHEREAS, MERAKEY provides behavioral health services to multisystem system youth and adults ages 12 and above; and

WHEREAS, SUMMIT DD desires to obtain the services of MERAKEY to deliver services noted below; and

NOW, THEREFORE, in consideration of the mutual promises, covenants, and contracts set forth herein, the parties hereto agree as follows:

**I. NATURE OF CONTRACT**

SUMMIT DD desires to obtain the services of MERAKEY. These services include, but are not limited to the following:

- MERAKEY will provide the services outlined in Attachments A and B to individuals identified and referred to MERAKEY by SUMMIT DD.

**II. FEES AND PAYMENTS FOR SERVICES**

- A. SUMMIT DD agrees to pay MERAKEY One Thousand Two Hundred Twenty-Five Dollars (\$1,225) per week per individual served. The total amount of this Contract shall not exceed One Million Dollars and no/100 (\$1,000,000).
- B. SUMMIT DD shall make payments for services rendered under this Contract. Unless this Contract specifically provides otherwise, all payments shall be made in full for services actually provided and for which there is appropriate documentation. Payment for services shall not be made until documentation necessary to support the billing has been provided.
- C. MERAKEY will submit an invoice to SUMMIT DD for services with the completion of a service to an individual by the end of the following month the service was provided.
- D. MERAKEY shall accept the payment as payment in full and shall not seek additional reimbursement from any other source for services provided under this Contract. Invoices are payable to MERAKEY within 15 days of receipt.

**III. INDEPENDENT CONTRACTORS**

SUMMIT DD and MERAKEY are independent legal entities and MERAKEY employees or contractors shall not be considered employees of SUMMIT DD for any purpose including, but not limited to, retirement benefits, worker's compensation, unemployment compensation, health insurance, mileage reimbursement, or any other fringe benefit.

Nothing in this Contract shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of the Contract.

Neither SUMMIT DD nor MERAKEY nor any of their respective agents or employees shall control or have any right to control the activities of the other party in carrying out the terms of this Contract.

SUMMIT DD has an interest only in the results to be achieved, and the conduct and control of the services to be provided will lie solely with MERAKEY.

MERAKEY will supply all equipment, tools, materials, and supplies necessary to perform the services under this contract.

**IV. QUALIFICATIONS AND ASSIGNMENT**

MERAKEY has the right to employ or contract with personnel to provide the services required by this Contract, and MERAKEY shall be responsible for all costs associated with those personnel.

MERAKEY employees or contractors will maintain professional liability insurance and provide a copy of cover page of insurance coverage to SUMMIT DD, if requested.

**V. INDEMNIFICATION**

To the extent authorized under Ohio law, SUMMIT DD and MERAKEY will hold harmless and indemnify each other, its officers, employees or agents against all claims, demands, suits, judgments, expenses, and costs of any kind, on account of the injury to or death of persons or loss of or damage to property arising in any manner out of the performance of this Contract, except for such liability which is due to negligence or intentional acts.

**VI. ETHICS**

MERAKEY and SUMMIT DD and, if applicable, its directors, officers, and employees, shall ensure that there is no conflict of interest or no appearance of a conflict of interest and shall conform to all applicable ethical standards and applicable requirements.

**VII. CONFIDENTIALITY**

The parties shall comply with all laws and regulations that relate to confidentiality of information. The parties shall cooperate in implementing any requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

MERAKEY specifically agrees not to disclose any information obtained performing the services set forth in the Agreement without the express prior written informed consent of the individual authorized to release such records. Specifically, with respect to individual-specific protected health information, MERAKEY agrees at all times to retain the confidentiality of any individual-specific information made available to or generated by MERAKEY through the course of the Agreement. Thus, MERAKEY shall appropriately safeguard protected health information made available or obtained.

MERAKEY agrees to comply with any applicable requirements of law relating to protected health information and, with respect to any tasks or other activity MERAKEY performs, to the extent that SUMMIT DD would be required to comply with such requirements.

In amplification of, and not in limitation to the foregoing responsibilities, MERAKEY agrees:

- A. Not to further disclose such information other than as permitted or required under the Agreement or under the operation of law;
- B. Not to further disclose the information in a manner that would violate applicable law if done by SUMMIT DD;
- C. To use appropriate safeguards to ensure employees or contractors to whom MERAKEY provides protected health information and to protect the confidentiality of such information against unauthorized use or disclosure;
- D. To use appropriate safeguards to prevent the use or disclosure of such information other than as provided for by the Agreement;
- E. To immediately report to SUMMIT DD any use or disclosure of such information other than provided for in this Agreement;
- F. To return all protected health information to SUMMIT DD or to destroy such information at the termination of the Agreement, and to retain no copies of such information in any form.

#### **VIII. GOVERNING LAW**

This Contract shall be enforced and interpreted in accordance with the laws of the State of Ohio.

MERAKEY shall comply with all federal, state and local laws.

#### **IX. NOTICE**

Any notice required or permitted hereunder shall be sent by *certified* or *registered* mail, *return receipt requested*, and shall be deemed given upon deposit thereof in the United States mail, postage prepaid, bearing the following addresses:

To SUMMIT DD:

John Trunk, Superintendent  
SUMMIT DD  
89 E. Howe Rd.,  
Tallmadge, OH 44278

To MERAKEY:

Tinnesia Snyder, Senior VP  
MERAKEY ALLOS, INC.

620 E. Germantown Pike  
Lafayette Hill, PA 19444.

**X. ENTIRE CONTRACT**

This Contract constitutes the entire agreement between the parties with regard to the subject matter contained herein and supersedes and replaces any prior written or oral agreements with regard to the subject matter contained herein.

**XI. SEPARABILITY**

If any provision of the Contract is found to be void or illegal for any reason, the remaining provisions of this Contract shall continue in full force and effect for the full term of this Contract.

**XII. TERMINATION**

This Contract may be terminated by either party, thirty (30) days after written notice of the intent is given, sent pursuant to Section IX.

IN WITNESS WHEREOF, the parties referred to as *MERAKEY* and *SUMMIT DD* HERETO have executed two (2) copies of this CONTRACT.

**SUMMIT DD**

**MERAKEY**

By \_\_\_\_\_

By \_\_\_\_\_

Print John Trunk

Print Tinnesia Snyder

Title Superintendent

Title Senior VP

Date \_\_\_\_\_

Date \_\_\_\_\_

E-Mail \_\_\_\_\_

E-Mail Tsnyder@merakey.org

Phone \_\_\_\_\_

Phone 888-647-0020

**BUSINESS ASSOCIATE AGREEMENT**

This Agreement is entered into, by and between MERAKEY ALLOS, INC., (referred to hereinafter as "Business Associate") and Summit County Developmental Disabilities Board (referred to hereinafter as "SUMMIT DD"). The parties are entering into this agreement in consideration of the mutual promises contained herein and for other good and valuable consideration.

This Agreement shall be in effect from November 1, 2021 and shall remain in effect through December 31, 2022.



WHEREAS, SUMMIT DD will make available and/or transfer to the Business Associate confidential, personally identifiable health information in conjunction with the services delivered by Business Associate; and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], the American Recovery and Reinvestment Act of 2009 and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

1. Definitions

Catch-all definition:

- a. The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By-Laws, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. *Applicable Requirements* means all of the following:
  - i. applicable law
  - ii. Policies and procedures of SUMMIT DD which are consistent with applicable law and which apply to information covered by this Agreement and the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- e. *Business Associate* means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means Merakey Allos.
- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated there under as may be amended.
- g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
- h. *Individual* includes the individual receiving services from SUMMIT DD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
- i. *Protected Health Information* ("PHI") is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations

promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

j. *Underlying Service Contract* means the contract entered into between SummitDD and Merakey Allos.

2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give SUMMIT DD any right to control the Business Associate's conduct in the course of performing a service on behalf of SUMMIT DD.
3. SUMMIT DD shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
  - a. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
    - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
  - b. To permit the Business Associate to provide data aggregation services relating to the health care operations of SUMMIT DD.
6. The Business Associate and SUMMIT DD agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).

8. The Business Associate shall report to SUMMIT DD any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
  - a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
  - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
  - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
  - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to SUMMIT DD of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To SUMMIT DD, to the extent necessary to permit SUMMIT DD to fulfill any obligation of SUMMIT DD to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form.
  - b. To SUMMIT DD, to the extent necessary to permit SUMMIT DD to fulfill any obligation of SUMMIT DD to account for disclosures of PHI in accordance with 45 CFR § 164.528.
11. The Business Associate shall make PHI available to SUMMIT DD to fulfill SUMMIT DD's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by SUMMIT DD, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of SUMMIT DD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining SUMMIT DD's compliance with the HIPAA Rules, and any amendments thereto.

13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of SUMMIT DD, return or destroy all PHI created or received from or on behalf of SUMMIT DD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide SUMMIT DD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
15. The PHI and any related information created or received from or on behalf of SUMMIT DD is and shall remain the property of SUMMIT DD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or SUMMIT DD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or SUMMIT DD knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
17. Notwithstanding any rights or remedies under this Agreement or provided by law, SUMMIT DD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

Any notice to the other party pursuant to this BA Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To the BA:                      Tinnesia Snyder  
Senior VP

MERAKEY ALLOS, INC.  
620 E. Germantown Pike  
Lafayette Hill, PA 19444.

To SUMMIT DD: John Trunk  
Superintendent  
89 E. Howe Rd.  
Tallmadge, OH 44278

IN WITNESS WHEREOF, the parties hereto have executed this Business Associate Agreement by their duly authorized representatives on the dates shown below.

**MERAKEY ALLOS, INC.**

By: \_\_\_\_\_ Date  
Tinnesia Snyder, Senior VP

**SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD**

By: \_\_\_\_\_ Date  
John Trunk, Superintendent

# ATTACHMENT A

## Dual Diagnosis Treatment Team (DDTT): Adults

### Organizational Background:

- With a rich tradition spanning almost 50 years, Merakey is at the forefront of providing care and services to people with special needs. Today Merakey, through its subsidiaries, is a leading provider of community-based, non-profit education and human services. More than 10,000 employees provide care to almost 50,000 adults and children throughout Pennsylvania, New Jersey, Virginia, New York, Maryland, Delaware, Louisiana, Tennessee, California, Michigan and Texas. Merakey has developed a unique continuum of care providing services in the areas of mental health, addictive diseases, education, foster care and permanency, autism, intellectual and developmental disabilities, and many more specialized programs.
- At Merakey, we do not have to refer individuals out of our system for additional services, but rather we can design a system around them. Merakey continues to be the safety net for people who otherwise could not afford care and continues to pursue excellence in all aspects of care and treatment. The work of Merakey is anchored in the firm belief that it is every individual's right to achieve growth, dignity, and fulfillment in their lives.

Merakey is a leading developmental, behavioral health and education provider offering a breadth of integrated services to individuals and communities across the country. We leverage our size and expertise to develop innovative solutions and new models of care to meet the needs of individuals, their families, public and private healthcare funders and community partner organizations.

We recognize that complex needs require a holistic approach. With our experience, expertise and compassion, we empower everyone within our communities to reach their fullest potential.

*At Merakey, we put our heart and soul into providing exceptional care and services!*

Individuals diagnosed with intellectual and/or developmental disabilities are at greater risk for co-occurring psychiatric or behavioral problems. Providing care for these individuals may present unique challenges for administrators, program directors and clinicians, especially when individuals present with aggressive or disruptive behaviors. When appropriate community services have not been organized, these individuals can present with the highest risk factors and be costly to the systems.

### Service Description:

Individuals with a co-existing mental health (MH) diagnosis and intellectual and developmental disability (IDD) often present with complex emotional, behavioral, physical, and social problems, which create challenges for their families, providers, and community supports to assist them in remaining in their homes and in their communities. Individuals with co-existing MH/IDD are often involved in multiple service systems, such as the Office of Developmental Programs, the Office of Mental Health and Substance Abuse Services, and the individual's county of residence, as well as multiple service providers. All too often, staff working in one service delivery system, such as IDD, may not have the knowledge base, experience, comfort level, or training with respect to supporting consumers with existing mental health presentations. Conversely, mental health professionals may not know how to modify behavioral health interventions to accommodate consumers with IDD. Resources from multiple service systems are expended to support the consumer and address multiple needs, yet clinical outcomes are not comprehensive and

outcomes have relatively low success overall.

Merakey's Dual Diagnosis Treatment Team (DDTT) is designed to provide comprehensive services to meet the needs of consumers with IDD/MH who are at risk of losing their opportunity for community living or who are reintegrating into the community from inpatient, state hospital, or state center admission. DDTT addresses individual needs during acute episodes (crisis, imminent risk) and during transitions back to the community in order to support community living and maximize stabilization.

DDTT is a voluntary, community-based, direct service that provides intensive supports with a primary focus on crisis intervention, hospital diversion, and community stabilization. DDTT service is achieved through the delivery of integrated case management, medication monitoring and or management, behavioral assessment, and the development and implementation of comprehensive behavioral support plans.

DDTT consists of one Program Director, one Behavioral Specialist, two Recovery Coordinators, one Registered Nurse with psychiatric experience, treating psychiatrist, a pharmacist and an administrative assistant. A team approach is utilized to ensure comprehensive and coordinated service delivery. Given the geographic region served by each team, actual service delivery may be provided one-on-one. Services are person-centered, strengths-based, and recovery-oriented, utilizing principles of Applied Behavioral Analysis (ABA), Functional Behavioral Analysis (FBA), positive behavioral supports, recovery, and cross-systems integration.

The scope of responsibility of DDTT includes initial assessment, FBA completion, medication monitoring/management, safety/crisis plan development, treatment/recovery planning, including discharge/transition planning beginning with the initial treatment plan, and coordination with physical health. Individualized treatment plans will be developed based on each consumer's diagnosis, behavioral patterns, and other identified unique needs. Other areas addressed in treatment plan development include history of medications, medical history, and history of trauma, loss, or grieving. The treatment plan is team-developed in the positive approaches philosophy. The treatment itself follows the best practice guidelines for MH/IDD evidence-based practices and best practice philosophies. Treatment planning identifies specific evidence-based intervention method(s) (Illness Management and Recovery, Cognitive Behavior Therapy, FBA, Dialectic Behavioral Therapy). The comprehensive approach provides necessary supports to increase probability of stabilizing the individual in the community by creating a foundation for continuity of care for all services and supports. DDTT is expected to have a strong workplace relationship with one or more facilities and other agencies and make significant use of natural and community supports. DDTT is expected at all times to work collaboratively with individuals served to support each one's journey toward recovery. DDTT is also designed to work with the individual to develop the most effective service plan in meeting the individual's goals.

Referrals to DDTT are typically based on imminent risk of placement in or as step down from a more restrictive level of care. Referrals may come from family members, service providers, or others involved in supporting the consumer. Upon receipt of a referral, an interagency (IA) meeting is scheduled within three business days to review the referral. An individual who needs to receive DDTT services but doesn't meet all the requirements identified may be eligible for DDTT services upon written prior approval by DD Board, as applicable. The IA meeting serves to provide triage and begin initial treatment planning. Upon approval of the referral, DDTT initiates service delivery with an initial assessment, establish a crisis plan for the consumer, and implementation of an initial treatment plan. DDTT also begins a comprehensive, multi-dimensional assessment of the individual.

DDTT is available to provide integration, re-entry, stabilization, and crisis management twenty-four hours per day, seven days per week.

DDTT will:

- Work non-traditional hours, with staff availability for all hours needed by the individuals supported
- Regularly schedule DDTT staff for on-call duty to provide crisis and other services outside of regular working hours. Each member of the DDTT will participate in the on-call process either by providing initial contact during the crisis situation or in a supervisory capacity
- Ensure Program Director and Psychiatrist or Designee is available for consultation during on call hours
- Regularly arrange for and provide psychiatric backup for hours the psychiatrist is not available

Treatment is provided, with oversight by the treating Psychiatrist; through multiple venues, face to face, telephonically, tele-psychiatry, video-conferencing and other technological outlets. All staff, other than the Psychiatrist, provide treatment face to face, along with collateral billable time.

Individuals receive an average of three face-to-face contacts per week with team members. Services are team-delivered or provided one-on-one. Individuals can receive services from more than one team member in a day. Frequency of contact is more extensive at the onset of services and will taper throughout the duration of treatment. DDTT has the flexibility to serve up to 22 individuals at one time, based on the acuity of need and treatment team determination. DDTT meets internally a minimum of three times per week for supervision to review individual cases and monitor treatment plan implementation, with individual supervision bi-monthly.

Following discharge from the DDTT, Individuals may experience symptoms or behaviors that can put them at risk for inpatient admission or otherwise jeopardize their community placement. The individual may benefit from a short-term resumption of services. This brief service period is limited to 4-6 weeks. Individuals eligible for a brief service period must have been discharged within the past year from DDTT service. The intensity of services for the brief service period are individualized to meet the needs of the individual, with an average of 2 face-to-face contacts per week. Frequency of contacts may be more intensive at the onset of the brief service period and taper over the four weeks of service. The intensive approach is appropriate when attempting to prevent an inpatient episode of care and can also be very helpful in strengthening the implementation of the aftercare plan or modifying the aftercare plan to better meet the needs of the individual, his/her family, and/or community services and supports providers(s). DDTT initiates the brief service period following consultation with the individual/family members, current treatment providers(s), county representative, and DD Board. If the team determines that additional time beyond the brief service period is needed, an interagency meeting shall be called to determine if the individual can benefit from additional services from the DDTT or if a higher level of care is needed.

#### **Program Philosophy, Goals and Objectives:**

The purpose of the DDTT is to provide a comprehensive, collaborative, continuum-of-care service model that addresses the needs of consumers with MH/IDD from a "whole person" perspective, assisting the consumer, his/her family, providers, and other community and natural supports with the skills to manage symptoms and behaviors that place the consumer at risk for more restrictive levels of care. Services will be strength-based, person-centered, and recovery-oriented, and will be focused on positive approaches:

1. Fostering community living opportunities and maximizing stabilization in the
2. community for consumers who are at risk of, or returning from, placement in a more restrictive level of care
3. Ensuring continuity of care/cross-systems integration with multiple service delivery systems in which the consumer may be involved
4. Increasing the participation of the consumer, family member(s), service providers, and community and natural supports in treatment, providing them with education and skills to better manage services and supports for the consumer
5. Improving clinical outcomes for consumers with MH/IDD.
6. Decreasing the utilization of higher levels of care for consumers with MH/IDD, including repeated admissions to inpatient units, state hospitals and state centers

Objectives of DDTT include:

1. Maintaining consumers in the community who are in crisis or at risk of admission to higher levels of care
2. Providing ongoing assessment, individual/group supportive interventions and medication monitoring/management consistent with individual treatment plans
3. Providing ongoing symptom education to enable consumers and those supporting them to identify symptoms that put them at risk for more restrictive levels of care
4. Providing direct clinical services to consumers and families and other supports to teach symptom management and promote personal growth and recovery



5. Building and maintaining linkages with providers, community and natural supports, and others involved with the consumer
6. Providing individualized support, advocacy, coordination, training, and supervision to help consumers succeed in the community

**Expected Outcomes:**

DDTT is expected to assist consumers with MH/IDD to maintain living in the community during acute episodes of crisis/imminent risk of placement in higher levels of care and to assist consumers in re-integrating to their community following discharge from a higher level of care. Outcomes measures include:

1. A reduction in the number of emergency room presentations and inpatient admissions as the result of psychiatric crisis/emergency
2. An increase in the number of consumers who are able to maintain, or obtain and maintain safe, affordable housing in their community
3. An increase in the length of time a consumer maintains their housing in the community;
4. A reduction in the number of crisis services
5. Satisfaction with program delivery as evidenced through results of consumer satisfaction surveys

For consumers who are also involved in the criminal justice system, additional outcomes include:

1. A reduction in the number of re-arrests
2. A reduction in the number of consumers who have new arrests/incarcerations

**Staffing Pattern:**

- A. Program Director (1 FTE)- Licensed
- B. Behavioral Specialist (1 FTE)
- C. Psychiatrist (contracted 10-20 hours per week)
- D. Recovery Coordinator (2 FTE)
- E. Nurse (1 FTE)
- F. Pharmacist Consultant (Contracted as needed to provide case reviews)
- G. Administrative Support Professional (1 FTE)

**RATE:**

The rate for Adult DDTT services is: \$1225 per week

## **ATTACHMENT B**

### **Dual Diagnosis Treatment Team (DDTT): Youth & Adolescents**

#### **Organizational Background:**

- With a rich tradition spanning almost 50 years, Merakey is at the forefront of providing care and services to people with special needs. Today Merakey, through its subsidiaries, is a leading provider of community-based, non-profit education and human services. More than 10,000 employees provide care to almost 50,000 adults and children throughout Pennsylvania, New Jersey, Virginia, New York, Maryland, Delaware, Louisiana, Tennessee, California, Michigan and Texas. Merakey has developed a unique continuum of care providing services in the areas of mental health, addictive diseases, education, foster care and permanency, autism, intellectual and developmental disabilities, and many more specialized programs.
- At Merakey, we do not have to refer individuals out of our system for additional services, but rather we can design a system around them. Merakey continues to be the safety net for people who otherwise could not afford care and continues to pursue excellence in all aspects of care and treatment. The work of Merakey is anchored in the firm belief that it is every individual's right to achieve growth, dignity, and fulfillment in their lives.

**Merakey** is a leading developmental, behavioral health and education provider offering a breadth of integrated services to individuals and communities across the country. We leverage our size and expertise to develop innovative solutions and new models of care to meet the needs of individuals, their families, public and private healthcare funders and community partner organizations. We recognize that complex needs require a holistic approach. With our experience, expertise and compassion, we empower everyone within our communities to reach their fullest potential.

*At Merakey, we put our heart and soul into providing exceptional care and services!*

Individuals diagnosed with intellectual and/or developmental disabilities are at greater risk for co-occurring psychiatric or behavioral problems. Providing care for these individuals may present unique challenges for administrators, program directors and clinicians, especially when individuals present with aggressive or disruptive behaviors. When appropriate community services have not been organized, these individuals can present with the highest risk factors and be costly to the systems.

#### **Service Description:**

Adolescent Dual Diagnosis Treatment Team (DDTT) is an enhancement of the Adult DDTT model that utilizes a recovery-oriented approach to supporting youth who are diagnosed with mental illness and an Intellectual/Developmental Disability (IDD). Adolescent DDTT offers a team approach to service coordination and treatment for individuals who have encountered challenges with more traditional treatment settings. Adolescent DDTT staff, the individuals, natural supports, and support staff work together using person-centered, recovery-oriented services to promote the principles of everyday lives and person-directed supports. Adolescent DDTT is most successful with

youth categorized as high-utilizers of multiple services and systems, including frequent Emergency Room visits crisis services, psychiatric hospitalizations, and those individuals that require an extreme amount of daily behavioral support/reinforcement. Adolescent DDTT is also successful as a step-down service from other restrictive settings; such as; transitioning from hospitalization or residential placements back to a community setting.

Youth between the ages of 11-18 years will be served on the Merakey Adolescent Dual Diagnosis Treatment Team. Individuals age 18-21 years can be served if authorized by the payer and an adult DDTT is not available.

#### **Team Composition:**

The Adolescent DDTT staffing requirements for an adolescent team serving individuals between the ages of 11-18 (21) with the clinical capacity of 20 individuals served at one time should include the following professionals:

- H. Program Director (1 FTE)- Licensed
- I. Behavioral Specialist (1 FTE)
- J. Psychiatrist (contracted 10-20 hours per week)
- K. Recovery Coordinator (2 FTE)
- L. Nurse (1 FTE)
- M. Pharmacist Consultant (Contracted as needed to provide case reviews)
- N. Administrative Support Professional (1 FTE)

#### **Exception:**

There may be times when recruiting a candidate who meets the qualifications described above presents a significant challenge for a team. In those cases, the team may make a case for the hiring of the person by presenting the qualifications and reasons to the DDTT Steering Committee for consideration. In addition, an interview that includes a member of the Steering Committee, or designee, should be conducted. If an exception is approved a documented training and supervision development plan must be in place at the time of hire

Merakey Adolescent DDTT has developed policies, procedures, extensive training requirements for all staff, recruitment techniques for this expert team, multi-modal assessments that provide a holistic view of the individual, and a comprehensive Individualized Recovery Treatment and Support Plan.

#### **The Scope of Responsibility for the Dual Diagnosis Treatment Team:**

The scope of responsibility of the Adolescent DDTT includes the initial assessment, completed Functional Behavioral Assessment (FBA), medication monitoring/management, safety/crisis plan development, treatment/recovery planning, which includes discharge/transition planning beginning with the initial treatment plan, and coordination with physical health providers. Individualized treatment plans will be developed based on everyone's diagnoses, behavioral patterns, and other identified unique needs. Other areas to be addressed in the treatment plan development includes history of medications, medical history, and history of trauma, loss, or grief. The treatment plan will be team-developed in the positive approach's philosophy. The treatment will follow the best practice guidelines for IDD/MH evidence-based practices and best practice philosophies. Treatment planning will identify the specific evidence-based intervention method(s) that will be used (Illness Management and Recovery, Cognitive Behavior Therapy, Dialectic Behavioral Therapy and other evidence-based practices). This comprehensive approach will provide the necessary supports to increase the probability of stabilizing individuals in the community by creating a foundation for continuity of care for all services and supports. The DDTT team is expected to have a strong workplace relationship with one or more facilities and other agencies. The team will also make significant use of natural and community supports. The DDTT team works collaboratively with persons served to support everyone's recovery journey. The Adolescent DDTT is also designed to work with the individual to develop the most effective service plan to meet each of their goals.

#### **Admission Criteria:**

Children and adolescents who are referred to the Adolescent DDTT program are evaluated for admission on the

following criteria:

- Be between the ages of 11-18 years (21 years)
- Present with an intellectual and/or developmental disability or IQ indicative of borderline intellectual functioning as described in the most current DSM
- Present with a co-occurring qualifying mental health diagnosis, as described in the most current DSM
- Meet all related County Board and/or managed care organization medical necessity criteria
- Be at-risk for losing current community or home placement which may include but not limited to:
  - Residential Treatment Facility admission;
  - Juvenile Detention Center placement
  - Partial Hospitalization Programs
  - Alternative Education Programs
  - Therapeutic Family Care placement; or
  - At-risk for receiving a discharge notice from any therapeutic or non-therapeutic group or family setting; or
  - Family or Caregivers expressing stress related to day to day care of the individual; or
  - Criminal charges which could result in criminal detention placement; or
  - Other circumstances on a case-by-case basis as approved by the payer
- No appropriate lower levels of care available or have been utilized and exhausted.
- An individual who would benefit from Adolescent DDTT services, but does not meet the requirements identified, may be eligible for Adolescent DDTT services upon written prior approval by the County Board, Managed Care Organization or other payer.

**Exclusion Criteria:**

Children/adolescents in need of behavioral health inpatient treatment for stabilization of psychosis, suicidal and/or homicidal thoughts, or inpatient detoxification or rehabilitation services may not immediately meet admission criteria for Adolescent DDTT. If at the time of engagement with the Adolescent DDTT team the adolescent is expressing suicidal and/or homicidal thoughts stabilization may be required before the Adolescent DDTT can actively engage. Each situation is reviewed individually via a comprehensive risk assessment regarding the presenting danger as well as the overarching safety concerns. For a referral of someone actively suicidal or homicidal the Adolescent DDTT will evaluate the risk factors and recommendations made.

**Integrated Assessment:**

Adolescent DDTT provides individualized treatment, rehabilitation, and support services through a comprehensive assessment as well as a clinical case formulation. Working together with the individuals served, their natural supports and other community supports the Adolescent DDTT provides a comprehensive integrated program of psychosocial rehabilitation services in areas such as:

- Basic needs (e.g., food, housing, medical care) through referral and care coordination with local community agencies
- Understanding the individual's illness and diagnosis
- Symptom/medication management
- Self-care
- Activities of daily living
- Social and interpersonal relationships
- Structuring time
- Employment
- Developing a network of community supports/linkages to maintain participants in the least restrictive environment
- Crisis management and diversion

The following additional assessments will be utilized with Children and Adolescents:

- A. Adaptive Functioning
- B. Family Strengths and Needs Assessment
- C. Initial Strengths and Difficulties Questionnaire (SDQ), one completed by the parent and a separate one completed by the teacher
- D. In-Depth Trauma Screen

During the beginning stages of service, the assessment process is rigorous and adheres to the following principles:

1. Strengths are elicited by encouraging the person, along with natural supports and/or direct service staff, to share his or her unique experiences and what he or she has found most meaningful and rewarding.
2. The written assessment reflects the individual's hopes, dreams, and aspirations. The assessment identifies his/her most significant or most valued accomplishments, employment or educational achievements, personal and family history, social and psychological information, psychiatric evaluation, behavioral analysis, leisure activities, coping strategies etc.
3. To understand how treatment and supports can be best aligned with a person's desires and to support the development of appropriate goals, the assessment must provide a holistic description of the person. It should facilitate strategies, intervention, and treatment that will assist the person in remaining in the community; presenting concerns, behaviorally defined goals, as well as, treatment supports and interventions the individuals are currently receiving and have received in the past.
4. The written assessment identifies how strengths may be enhanced and skills acquired to support independence in all aspects of life: Physical and Behavioral Health Treatment, Community Integration, Housing, Money Management, Personal and Social Relationships, Meaningful Day Activities, Vocational and/or Educational pursuits, Health & Wellness, Nutrition, Development of Natural Supports, Spiritual Goals, and Self-Care.
5. The assessment includes inquiries pertaining to whether the person utilizes a personal safety plan, Psychiatric Advance Directives, Wellness tools, or if they would like to explore such resources.
6. The assessment addresses risk of harm to self or others based on history and present circumstances. Other areas which represent risk include potential for victimization based on personal, familial and community circumstances including homelessness and, physical, mental and social consequences of substance use. The assessment should directly address the history or circumstances which represent a risk to the individual in addition to exploring protective supports and, if necessary, a plan to maintain safety.
7. A process of shared decision making is applied during the assessment and a plan for treatment/services, support, and resources is agreed upon.
8. A Comprehensive History including general and behavioral health treatment history is collected that includes the individual's symptoms, treatment history including current medications, treatment response and attitudes about treatment over time, emphasizing factors that have contributed to or inhibited previous recovery efforts in the following areas: psychological, physical and emotional wellness, familial, social, developmental, spiritual/religious, educational, vocational, legal/forensic, sexual, and gender identity.
9. A Trauma Screening is included in the assessment. Traumatic experiences can be dehumanizing, shocking or terrifying, singular or multiple compounding events over time, and often include betrayal of a trusted person or institution and a loss of safety. Trauma can result from experiences of violence as well as of events that are not violent in nature. Trauma includes physical, sexual and institutional abuse,

neglect, intergenerational trauma, and disasters that induce powerlessness, fear, recurrent hopelessness, and a constant state of alert. Trauma impacts one's spirituality and relationships with self, others, communities and environment, often resulting in recurring feelings of shame, guilt, rage, isolation, and disconnection. The most important message is for the staff to convey that healing is possible.

10. Sensory Integration analysis is another aspect the assessment reviews to ensure individuals are supported successfully. Individuals who are impacted by sensory regulation deficits can be treated showing significant positive impact on outcomes in social-emotional, physical, communication, self-care, cognitive, and adaptive skill development.
11. A life skills assessment will be completed during the initial intake process, and at regular intervals throughout the treatment planning process and upon discharge. By completing life skills assessment, the team, individual and their support system will be able to identify how the individual copes with and manages social and natural demands of life and to evaluate progress over time.

At the conclusion of the 7-week assessment period an Integrated Recovery Treatment Plan is developed with the individual and his/her team and implemented within 8 weeks.

#### **Integrated Recovery Treatment Planning Process:**

The ITT process is a continuous process designed to assess, plan and monitor an individual's progress towards goals and discharge. At minimum, the following items should be used for the planning and development process. The ITT process should begin prior to the expiration of the current treatment plan. Once the plan is drafted, a treatment planning meeting shall be scheduled by the Recovery Coordinator. Assessment is a dynamic and ongoing part of providing appropriate and quality services to children and adolescents. Assessment is also an integral part of determining outcomes for treatment.

Care will be family centered. The teams will employ a variety of engagement strategies to fully engage families in the treatment process. Families and natural supports will be invited to engage in treatment and will be fully incorporated into the treatment planning process. The team will provide family sessions (family therapy or parenting sessions) when determined by the treatment team as necessary and at times and locations that are most convenient for the family. The frequency of family sessions will be determined by the treatment team and will be detailed in the individual's treatment plan. Documentation of family engagement activities and communication will be maintained in the youth's record. The IRTP Process includes:

- 30 Day Review of IRTP
- Use of Evidence Based Practices (EBP)
- Cross Systems Collaboration

#### **Brief Service Period:**

Following discharge from Adolescent DDTT, individuals may experience symptoms or behaviors that put the individual at risk for inpatient admission or otherwise jeopardize his or her community placement. The individual may benefit from a short-term, 4 -week maximum resumption of Adolescent DDTT services

#### **Training:**

Ongoing training is an integral responsibility for staff rendering any service at Merakey. Clinical training is required for all staff who participates in treatment. Ongoing training specific to the individual served and training in advanced practices are required at a minimum of 24 hours a year. Staff will review their individual requirements for training with the Adolescent DDTT Director who will assign and monitor each team member's professional development and education. Information regarding training requirements and course offerings are maintained in the Merakey Learning Management system.

Each member of the team will be required to complete the standard orientation and annual training requirements.

Due to the specialty nature of this project, the team will need to receive training on a variety of complex, competency- based domains. These will include topics such as: person-centered planning, strengths-based treatment, trauma informed care, recovery principles, FBA, ABA, and evidence-based interventions. Continual evaluation of the program's training needs should be performed (which can occur either internally or externally) so that additional training needs can be identified based on the diagnostic milieu of the cases being presented for treatment.

In addition to the standard Dual Diagnosis Treatment Team orientation and annual training requirements, the following topics are recommended for teams who are working with adolescents:

- Children & Youth and the System Adolescents and The Law
- Adolescents and Education Child and Adolescent Development
- Evidence Based Practices – and overview – for Children, Youth and Families
- Adolescents – Treatment and Diagnosis:
  - Aspects of Serving the Dually Diagnosed: Children & Youth Edition
  - Common child and adolescent psychiatric disorders and their presentation.
  - Psychotropic medication considerations for Adolescents with Dual Diagnosis

#### **Frequency of Contact:**

Individuals receiving Adolescent DDTT service require intensive support and a range of services to allow them to function in the least restrictive setting possible. As such, team members provide frequent contacts in person in order to fully assess the individual's needs and deliver service at the frequency and intensity needed for the individual to maintain independence. Frequent contacts are associated with improved outcomes. The team delivers an average of 2 face-to-face contacts per week at a minimum.

Depending on the assessed needs and treatment plan, contacts may be more frequent particularly early in the treatment process. The intensity of care varies to meet the changing needs of the individual and supports the individual in community settings to significantly increase community tenure and stability. As individuals are preparing to discharge from treatment and service is titrated and adjusted. This would include a planned reduction in the frequency of contacts as well as a transition to other community and natural supports.

#### **Outcomes:**

Quality Assurance at Merakey is coordinated and supported by the Quality and Compliance Organization (QCO). Program leaders across the organization develop and implement performance improvement strategies that are driven by the data aggregated by the QCO and presented to the Program. Regular review meetings, chart reviews and monitoring, quality callbacks, and perform critical incident reviews are part of this process. Throughout the year, stakeholders, staff and consumer satisfaction surveys will be completed.

Merakey collects and reports outcomes on a monthly basis. Reports are provided to funders as required or requested. Individual outcomes reported will include the following:

- Census Information
  - Total active caseload by county
  - Average length of stay
  - Referrals by county
  - Referral and Discharge Outcomes
- The number and percentage of individuals for whom the following items have occurred prior to DDTT Services, throughout their tenure in DDTT Services and after discharge from DDTT services:
  - Individuals hospitalized
  - Individuals arrested

- Individuals who remained in their housing a minimum of six months
- Individuals who are involved in an educational or employment activity
- Data collection measures are in place for the following expected outcomes:
  - Decrease in the utilization of county crisis services.
  - Decrease in the costs associated with behavioral health ER presentations and hospitalizations
  
  - Decrease costs associated with physical health ER presentations and hospitalizations.
  - Obtain and/or maintain a healthy body mass index
  - Increase in stable housing
  - Decrease involvement with the criminal justice system
  - Increased individual satisfaction with services

**Fidelity:**

Fidelity is important in single program evaluations and in outcome research as it is important to ensure model adherence and to confirm that the manipulation of the independent variable (the program) occurred as planned.

The DDTT fidelity tool is used to assess the adequacy of the program model. There are two methods used for quantifying the degree to which elements of the program have been adequately implemented, the first is a yes to no method of compliance and the second is a scale measuring the degree of compliance. The measuring of programs fidelity is done by DDTT experts based on program documentation, individual records, site observations, interviews and or surveys.

**RATE:**

The rate for Adult DDTT services is: \$1225 per week



## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Contract with Department of Jobs and Family Services for direct staff support to Summit DD staff and eligible individuals.	Contract supports a dedicated DJFS worker for Summit DD which improves access to services provided by the agency.	Approval of contract for a DJFS dedicated worker effective January 1, 2022 to December 31, 2022.  Contract amount not to exceed \$87,000.

### **SUPPORTING DATA FOR RECOMMENDATION**

**Service Area:** SSA

**# of Individuals Currently Served:** All Medicaid Enrollees

**Amount of Increase:** \$3000

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

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

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

The dedicated JFS worker provides over 300 individuals and SSAs with support each month.

Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$87,000 annually. The increase of \$3000 is to support a salary increase for the JFS worker.

Funds are available in the 2022 budget.

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

Submitted By:    Holly Brugh   

For:        Superintendent/Assistant Superintendent

   X    Finance & Facilities Committee

Date:    October 2021   

   X    Services & Supports Committee

       HR/LR Committee

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

<i><b>TOPIC</b></i>	<i><b>ISSUE/CONCERN</b></i>	<i><b>RECOMMENDATION</b></i>
Allocation of resources for support contracts in 2022	Annual maintenance & licensing fees for new servicing application	The Board approve the request to enter into contracts with Brittco for an amount not to exceed \$70,200 in 2022
<b><i>SUPPORTING DATA FOR RECOMMENDATION</i></b>		
<p><i>Total Cost:</i> Not to exceed \$70,200 in 2022</p> <p><i>Summary:</i>  Summit DD currently uses the Gatekeeper system provided by Primary Solutions as its main application for supporting individuals we serve and managing related billing activities. Brittco is a competing solution that came out a few years ago and offers a more modern, cloud-based solution that will better fit the needs of our mobile workforce.</p> <p>Over the course of 2021 staff from multiple departments at Summit DD have worked together to test the software from Brittco, and they recommend making the transition to this platform. While this transition will be complicated and take some time to execute in 2022, it will provide an improved application for our staff. Additionally, being that it is cloud-based software (hosted by the vendor) it will reduce the amount of support needed from Summit DD IT staff to keep the server and end-user devices up to date.</p> <p>The monthly cost for Brittco is \$5,850, which is a fixed price that will not increase. This will result in an annual cost of \$70,200, which includes all training and support.</p> <p>It is recommended that the Board approve the request to enter into contracts with Brittco for an amount not to exceed \$70,200 in 2022.</p>		

**Recommended for approval by the October  
Finance & Facilities Committee.**

Submitted By:     Russ DuPlain    

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

Date:     October 2021



September 17, 2021

# Brittco Software Proposal

PREPARED FOR SUMMIT COUNTY BOARD OF DD

This contains confidential information from Brittco Software. The information is intended only for the use of the intended recipient. If the reader of this document is not the intended recipient, or an agent responsible for the delivery of this document to such recipient, the reader is hereby notified that any dissemination, distribution or copying of this document is strictly prohibited.

Dear Russ:

The following pages include an Executive Summary and then a more detailed perspective to provide you with a complete view of Brittco and the software you would be licensing.

The sections of this proposal include:

Executive Summary  
Security Overview  
Training & Support  
Referrals

It's worth noting that the monthly subscription is all-inclusive. There are no additional costs for training, support, updates, new reports, phone calls, or anything else. And your monthly subscription **WILL NEVER INCREASE**. And your subscription includes access by all of your Providers and Independents for submitting incident reports.

As always, if you have any questions or need additional information, please feel free to contact me any time via email or phone.

Sincerely,

A handwritten signature in black ink, appearing to read 'Scott Flowers', written in a cursive style.

Scott Flowers  
[scott@brittcosoftware.com](mailto:scott@brittcosoftware.com)  
m: 440.221.0443  
o: 440.987.3020



A Total Software Solution for I/DD and OOD Providers  
and Ohio County Boards

## Executive Summary

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**Monthly Subscription for Brittco Software** **\$ 5,850.00**

**Includes:**

- |  |  |
|--|--|
| <ul style="list-style-type: none"> <li>✓ <b>Client Information</b><br/>Client demographics, classifications, and contacts</li> <li>✓ <b>Staff Access Levels &amp; Authentication</b><br/>Control staff access levels with User Groups and Two-Factor Authentication</li> <li>✓ <b>SSA Case Note Management</b><br/>Enter and manage case notes using a smart phone, tablet, or laptop</li> <li>✓ <b>Create and Manage ISP Plans and Assessments</b><br/>Create and manage ISP Plans and Assessments with version control and digital signatures</li> <li>✓ <b>Share Outcomes with Providers</b><br/>Automatically share Outcomes and Action Steps with Providers</li> <li>✓ <b>Create and Manage Custom Forms</b><br/>Create an unlimited number of custom forms with digital signatures</li> <li>✓ <b>Incidents with Provider portal for access by ALL county Providers</b><br/>Incident documentation and management with Provider sharing</li> <li>✓ <b>Billing</b><br/>Easily create billing data and a transmission flat file along with reconciliation</li> <li>✓ <b>Family Support Services</b><br/>Keeps track of authorizations and budgets</li> <li>✓ <b>Reports</b><br/>Access to a robust list of reports</li> <li>✓ <b>Scheduler</b><br/>Scheduling system for managing staff training/certifications, events, etc.</li> <li>✓ <b>Browser and Cloud-Based</b><br/>Data is entered using a web browser and stored securely in the cloud</li> <li>✓ <b>Brittco Support Center</b><br/>Access to articles, video tutorials, and FAQs</li> <li>✓ <b>Onsite and remote/webinar training</b><br/>Unlimited training for staff to learn Brittco Software</li> <li>✓ <b>24x7 Technical Support</b><br/>Unlimited technical support</li> <li>✓ <b>All Future, Reports, Features, and Updates</b><br/>Access to all new features and updates, and new reports can be requested at any time</li> </ul> | <ul style="list-style-type: none"> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> <li>Included</li> </ul> |
|--|--|

<b>Total Monthly Subscription</b>	<b>\$ 5,850.00</b>
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An invoice will be sent monthly to be paid by company check with terms of Net 30 Days. This will be a month to month agreement and either party may choose to terminate the agreement with a 30-day written notice.

Proposal Valid Until December 17, 2021

## Security Overview

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### **We Protect YOUR Data**

All data is written to multiple disks instantly, backed up daily and stored in multiple locations. Whenever data is in transit between the user and our HIPAA-compliant server, everything is encrypted and sent using HTTPS.

Although the data is stored securely on our servers, it is your data, meaning we will deliver all the data to you upon request or termination in a format suitable for you.

### **Redundancy and Disaster Recovery**

With full redundancy on all systems and points of failure – like power supplies, internet connection, etc. – a system failure is highly unlikely and has not happened to date. Still, a plan is in place that involves swapping out hardware and restoring directly from real-time backups, speeding up the recovery greatly.

### **Data Center Physical Security**

Our state-of-the-art servers are protected by round-the-clock closed-circuit surveillance monitoring in disaster neutral geographic locations. Only authorized personnel have access to the data center. 24/7/365 onsite staff provides additional protection against unauthorized entry and security breaches.

### **User Authentication**

We allow you to select your “level” of security by giving you the ability to set time-based password resets, password length / mandatory character requirements, and optional two-factor authentication. We support a form of two-factor authentication that uses a time-based, one-time passcode which is more secure than SMS.

## Training & Support

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### **Training**

Brittco provides both onsite and remote training based on the needs of the county board. At the outset of the Onboarding process, it is typical to have a remote training session with a small group of county board users that covers setting up and configuring the system. Then onsite training is done for the SSAs/EI and a separate session for the fiscal staff. More information about how training is integrated into the onboarding process can be found in the Brittco Onboarding Guide.

Brittco will provide ongoing training however and whenever necessary, and at no time will there ever be additional costs associated with any training.

### **Support**

Brittco utilizes a ticket system based on Zendesk technology as its primary support method. Users may submit a ticket for any number of needs, including potential software problems, new report requests, new feature requests, and even remote connect support/training sessions. Response time for new tickets is rarely more than one hour, and typically 15 minutes or less. Users can monitor the status of tickets, and the vast majority of software-related issues are resolved the same day as reported.

As with our training services, there will never be any additional costs associated with support, including new reports and new features.

## Referrals

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If you're interested in talking to people that are currently using Brittco Software and have been through the migration/transition process, feel free to contact any or all the following:

**Wood County**  
Brent Baer  
(419) 352-5115  
[bbaer@woodlane.us](mailto:bbaer@woodlane.us)

**Shelby County**  
Krista Oldiges  
(937) 658-6747  
[koldiges@shelbydd.org](mailto:koldiges@shelbydd.org)

**Darke County**  
Tonya Clark  
(567) 890-0210  
[tclark@darkedd.org](mailto:tclark@darkedd.org)

**Logan County**  
Lana Switzer  
(937) 292-3031  
[lswitzer@logancbdd.org](mailto:lswitzer@logancbdd.org)

**Auglaize County**  
Amanda Seigle  
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**Summit County Developmental Disabilities Board  
TOPIC SUMMARY REPORT**

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Revision of current Board Policy	Moving to smoke free workplace environment with the occupancy of new facilities	Board approve revisions to Policy 2015, Smoke and Tobacco-Free Workplace, as presented

***SUPPORTING DATA FOR RECOMMENDATION***

Currently Summit DD provides designated smoking areas for employees' use. The recommendation moving forward is to provide a smoke-free workplace for the benefit of employees, persons served and other members of the public. We offer smoking cessation programs and education at no cost to employees who want to access those resources. This policy would become effective upon occupancy of the newly renovated Barberton and Cuyahoga Falls facilities.

**Recommended for approval by the October HR/LR Committee.**

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

Date: 10/2021

## 2015 – SMOKE AND TOBACCO-FREE WORKPLACE

Summit DD **is committed to providing a safe and healthy workplace that promotes the** ~~recognizes the need to create and maintain an environmental quality that sustains and enhances the general health and~~ health and well-being of individuals served, staff, volunteers and visitors. To meet this commitment, smoking and the use of tobacco products is prohibited. No smoking or use of other tobacco products is permitted in any area where **employees are** ~~Summit DD staff is~~ engaged in Summit DD business including Board owned or leased buildings, structures, parking lots, storage areas, garages, and vehicles. For purposes of this policy, smoking includes **vaping and** the use of electronic cigarettes. ~~Smoking outdoors is permitted only in specific designated areas. Under no circumstances may smokers~~ **Employees may not** smoke near entrances or on sidewalks abutting Summit DD buildings. ~~Areas that are designated as smoking areas will be clearly marked with "smoking permitted" signs. Where smoking is allowed, smokers who choose to smoke may do so before or after work hours, or during regularly scheduled lunch or break periods.~~

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

	9/30/2021			9/30/2020			YTD % BUDGET REMAINING	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD \$ BUDGET REMAINING	2020 ANNUAL BUDGET	2020 YTD ACTUAL	YTD \$ BUDGET REMAINING			
<b>OPERATING REVENUE</b>									
PROPERTY TAXES	\$ 53,454,163	\$ 53,688,569	\$ (234,406)	\$ 53,434,163	\$50,158,835	\$ 3,275,328	6.1%		
REIMBURSEMENTS	6,344,000	10,173,485	(3,829,485)	10,262,948	4,907,165	5,355,783	52.2%		
GRANTS	1,683,639	1,217,548	466,091	1,290,062	1,133,869	156,193	12.1%		
CONTRACT SERVICES	-	-	-	20,000	3,207	16,793	84.0%		
REFUNDS	-	23,360	(23,360)	-	8,001	(8,001)	0.0%		
OTHER RECEIPTS	85,000	169,603	(84,603)	81,500	93,468	(11,968)	-14.7%		
<b>TOTAL REVENUE</b>	<b>\$ 61,566,802</b>	<b>\$ 65,272,565</b>	<b>\$ (3,705,763)</b>	<b>\$ 65,088,673</b>	<b>\$ 56,304,545</b>	<b>\$ 8,784,128</b>	<b>13.5%</b>		
<b>OPERATING EXPENDITURES</b>									
SALARIES	\$ 18,967,852	\$ 13,301,964	\$ 5,665,888	\$ 17,860,147	\$12,026,849	\$ 5,833,298	32.7%		
EMPLOYEE BENEFITS	7,816,538	5,196,916	2,619,622	7,598,570	4,717,423	2,881,147	37.9%		
SUPPLIES	445,602	207,365	238,237	414,572	333,554	81,018	19.5%		
TRAVEL AND TRAINING	341,460	82,005	259,455	344,264	125,137	219,127	63.7%		
DIRECT CONTRACT SERVICES	9,089,940	4,400,706	4,689,234	9,351,090	4,539,277	4,811,813	51.5%		
INDIRECT CONTRACT SERVICES	1,860,242	1,233,993	626,249	1,858,035	1,035,038	822,997	44.3%		
MEDICAID COSTS	24,300,000	20,026,324	4,273,676	28,040,000	17,882,788	10,157,212	36.2%		
UTILITIES	535,000	206,554	328,446	562,000	259,201	302,799	53.9%		
RENTALS	8,245	3,998	4,247	8,000	3,998	4,002	50.0%		
ADVERTISING	136,000	105,453	30,547	131,000	92,015	38,985	29.8%		
OTHER EXPENSES	332,635	263,729	68,906	324,580	263,504	61,076	18.8%		
EQUIPMENT	112,000	68,629	43,371	111,000	73,897	37,103	33.4%		
REAL PROPERTY IMPROVEMENT	200,000	13,398	186,602	200,000	7,138	192,862	96.4%		
<b>TOTAL EXPENDITURES</b>	<b>\$ 64,145,514</b>	<b>\$ 45,111,034</b>	<b>\$ 19,034,480</b>	<b>\$ 66,803,258</b>	<b>\$ 41,359,819</b>	<b>\$ 25,443,439</b>	<b>38.1%</b>		
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (2,578,712)</b>	<b>\$ 20,161,531</b>	<b>\$ (1,714,585)</b>	<b>\$ (1,714,585)</b>	<b>\$ 14,944,726</b>				
<b>BEGINNING FUND BALANCE</b>		<b>ACTUAL</b>							
PLUS: REVENUE	\$ 57,765,589	\$ 57,765,589							
LESS: EXPENDITURES	61,566,802	65,272,565							
<b>ENDING FUND BALANCE</b>	<b>\$ 55,186,877</b>	<b>\$ 77,927,120</b>							

**Recommended for approval by the October  
Finance & Facilities Committee.**

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

<b><u>Revenue:</u></b>		
<b>1</b>	Property Taxes:	8.3%
		25.0%
	<b>An evenly distributed monthly budget</b>	
	<b>Evenly distributed budget remaining for three months</b>	
	Second half tax and Homestead and Rollback settlements,	\$26,352,000
<b>2</b>	Reimbursements:	27,000
<b>3</b>	Grants:	503,300
	Incremental reimbursement of expenses associated with the Strong Families Safe Communities Grant.	113,300
	Incremental funding of the Family Engagement Program for individuals enrolled in the program,	100,000
	Provider grants awarded to help offset appreciation activities for staff that provide direct services.	16,500
	Payment to Intellinetics for digitizing paper records of individuals served for retention purposes.	29,200
		\$
<b><u>Revenue:</u></b>		56,000
	Reimbursements:	21,500
	Other Receipts:	92,700
	Annual county chargeback for worker's compensation insurance in the amount of \$130,767 which is offset by a state refund of \$109,274.	8,600
	Ohio Association of County Boards (OACB) 2021 annual dues.	30,600
	Payment to Wichert Insurance Company for the following insurance costs:	59,800
	Cyber insurance with Cincinnati Insurance Company,	29,900
	Director and officers liability insurance with Cincinnati Insurance Company,	
	Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.	
	Annual county chargeback for building insurance.	

MINUTES – work session and regular meeting  
Thursday, September 23, 2021

## Summit County Developmental Disabilities Board

# MINUTES - DRAFT

Thursday, September 23, 2021

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, September 23, 2021 at the at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:39 p.m.

### BOARD MEMBERS PRESENT

Tom Quade, Board President  
Tami Gaugler, Board Vice President  
Allyson V. James  
Dave Dohnal  
Denise Ricks

### BOARD MEMBERS EXCUSED

Jason Dodson, Board Secretary  
Meghan Wilkinson

### ALSO PRESENT

John J. Trunk, Superintendent	Billie Jo David, Dir. of Communications & Quality
Lisa Kamlowsky, Assistant Superintendent	Mira Pozna, Director of Fiscal
Russ DuPlain, Director of IT & Facilities	Drew Williams, Director of Community Supports & Development
Joe Eck, Director of Labor Relations & Risk Management	Maggi Albright, Recording Secretary
Holly Brugh, Director of SSA & EI	

## I. AUGUST FINANCIAL STATEMENTS

Revenue in August included quarterly Title XX reimbursement of \$91,200 and \$25,700 from the sale of two vehicles. Expenditures for the month were payment of the Summit 2020 Quality of Life Project contract of \$65,000 and \$33,800 payment to Intellinetics for the digitizing project. August ended in a deficit position of \$4,625,580 and a fund balance of \$53,140,009.

The work session adjourned at 5:41 p.m.

MINUTES – work session and regular meeting  
Thursday, September 23, 2021

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:42 p.m.

### I. APPROVAL OF MINUTES

#### A. AUGUST 26, 2021 (combined work session and regular meeting)

##### RESOLUTION No. 21-09-01

Ms. James moved that the Board approve the minutes of the August 26, 2021 combined work session and regular meeting. The motion, seconded by Mrs. Ricks, was unanimously approved.

### II. BOARD ACTION ITEM

#### A. AUGUST FINANCIAL STATEMENTS

##### RESOLUTION No. 21-09-02

Mrs. Ricks moved that the Board approve the August Financial Statements. The motion, seconded by Mrs. Gaugler, was unanimously approved.

### III. SUPERINTENDENT'S REPORT

Superintendent Trunk gave a COVID-19 report stating there has been a slight rise in the number of positive cases, however, no significant spikes that have resulted in major strategy differences. Drew Williams and his team continue to provide financial supports as well as PPE, and test kits to providers. Information continues to be provided to families and individuals about vaccines, boosters, testing and workforce shortages. Staff are tracking the availability of day programs and transportation services; most day programs are operating at 50-60% capacity with staffing issues being a contributing factor. Superintendent Trunk thanked the provider community for their heroic work over the past fifteen months.

Superintendent Trunk distributed the outline of a plan that he and Assistant Superintendent, Lisa Kamlowsky, developed to ensure a smooth transition over the next few months as he prepares to retire. The plan is an outline of the areas of focus to which action steps have been identified. Ms. James asked about the difference between diversity focus on ELT and employee supports. Mr. Trunk replied that diversity is an important topic and is a focus at all levels in the organization.

The Ohio Department of Developmental Disabilities will be on-site in March 2022 to conduct an accreditation review. The hope is for a three-year accreditation, which is the highest level available.

MINUTES – work session and regular meeting  
Thursday, September 23, 2021

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

### III. SUPERINTENDENT'S REPORT *(continued)*

Mr. Trunk stated there will be guests at the October Board Meeting from an organization called Merakey. They will give a presentation on the services Merakey provides which takes a comprehensive approach to working with individuals with complex needs.

Mr. Trunk presented Summit DD's 2022 budget to the Social Services Advisory Board (SSAB). He thanked the Executive Leadership Team (ELT) for gathering the information needed to put the budget packet together and particularly Mira Pozna for organizing the information and presenting with him at SSAB. The budget will be presented to County Council in the next few weeks.

### IV. PRESIDENT'S COMMENTS

Mr. Quade thanked the Superintendent for the transition plan outline and said the upcoming transition reflects an exciting time. The Superintendent has developed a great Executive Leadership Team who do truly exceptional work. He thanked the Superintendent and staff for their hard work and dedication.

Mr. Quade commented on the loss experienced by Board Member, Meghan Wilkinson, and her family; he asked for a moment of silence to reflect on those who are no longer with us.

There being no further business, the Board Meeting adjourned at 6:04 p.m.

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Jason Dodson, Secretary