

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

AGENDA

Administrative Board Room
89 East Howe Road, Tallmadge, OH
Thursday, April 28, 2022
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. FAMILY & CHILDREN FIRST COUNCIL (FCFC) SHARED POOL (SERVICE REVIEW COLLABORATIVE) CONTRACT
- II. KOINONIA SUMMER WORK EXPERIENCE CONTRACT
- III. WEAVER INDUSTRIES SUMMER WORK EXPERIENCE CONTRACT

ACTION ITEMS FOR BOARD CONSIDERATION

- IV. MARCH 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. MARCH 24, 2022 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEM
 - A. MARCH FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit County Family and Children First Council Shared Pool for Youth (Service Review Collaborative).	Summit DD contributes funds to a shared pool which assists children and families involved in multi-systems.	Summit DD to continue participation in shared pool agreement in the amount of \$110,700 for the period July 1, 2022 through June 30, 2023.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

Amount of Increase/Decrease: \$0

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

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

Data from 7/1/21 to 3/31/22:

1) WrapAround/Service Coordination

49 referrals accepted and opened / 8 were DD involved youth

2) Case Consultation

3 requests made and reviewed / 1 was a DD involved youth

3) Funding Requests for Community Based Services

30 funding requests reviewed by SRC / 17 were DD involved youth

Requests included: camp, safety items, sensory items, Y membership, gas cards, structured activities and mentoring

4) Funding Requests for Out of Home Placement (i.e. crisis respite home, residential treatment, group home, etc.)

31 requests / 8 were DD involved youth

Funds from this contract will be pooled with funds from other county agencies to support the various needs of the children/families involved including residential placement. Annual contributions to this collaborative in 2022 included Summit DD (\$110,700), Summit County Children's Services (\$171,245), Juvenile Court (\$131,084), and the ADM Board (\$145,431). In addition, this group has also received over \$1,000,000 in state money to cover the increasing placement costs for eligible youth. This additional funding along with contributions from the agencies above has dramatically reduced custody relinquishment in Summit County.

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

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: April 1, 2022

**SUMMIT COUNTY FAMILY AND CHILDREN FIRST COUNCIL/SUMMIT COUNTY
SHARED POOL FOR YOUTH FUNDING AGREEMENT
(SFY 23)**

This Agreement is made between **Summit County Developmental Disabilities Board, (SCDDDB)**, located at 89 Howe Rd., Tallmadge, Ohio 44278, by Lisa Kamlowsky, Superintendent, 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, 2022, 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, 2023.

I. PURPOSE

SCDDDB 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 Howe Rd., Tallmadge, Ohio 44278 is the designated Administrative/Fiscal agent for FCFC as specified in the Administrative/Fiscal Agent Agreement attached hereto and incorporated herein as Exhibit A. In accordance with that Administrative/Fiscal Agent Agreement, and acting on behalf of FCFC, SCDDDB shall maintain all funds provided to FCFC, as appropriated by County of Summit DD 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, SCDDDB 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, SCDDDB agrees to donate and deposit into the separate fund account, on behalf of FCFC an amount of **One Hundred Ten Thousand and Seven Hundred Dollars, (110,700)** for the time period of July 1, 2022 to June 30, 2023. In the event of termination prior to June 30, 2023, SCDDDB shall be reimbursed proportionately and commensurate with the actual term of the Agreement.

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. SCHD 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, 2023), 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 contact 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:
FCFC Director
Family and Children First Council
89 E. Howe Rd.
Tallmadge, Ohio 44278
Phone: 330-634-8232

For SCBDD:
Superintendent
Summit County DD Board
89 E. Howe Rd.
Tallmadge, Ohio 44278
Phone: 330-634-800

FCFC Administrative Agent/SCDDB Superintendent
89 E. Howe Rd.
Tallmadge, Ohio 44278
Phone: 330-634-8000

XIII. HIPAA COMPLIANCE

To best serve children's needs it may be necessary for the parties to exchange protected health information about involved individuals. Therefore, the parties agree 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, which the parties attach hereto and incorporate herein as Exhibit B and captioned "BUSINESS ASSOCIATE AGREEMENT."

XIV. CONFIDENTIALITY

FCFC agrees that all information communicated to them with respect to children in the custody of SCCS or clients of SCCS is confidential. FCFC promises and agree that they shall not disclose any such confidential information to any other person or entity unless specifically authorized to make

such disclosures and, if so authorized, shall do so only within the limits and to the extent of the specific 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 SCCS 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 _____ 2022.

Lisa Kamlowsky Date
Superintendent
Summit County Developmental Disabilities Board

Lisa Kamlowsky Date
Superintendent, Summit County Developmental Disabilities Board
Acting as Administrative/Fiscal Agent FCFC

Janice Houchins Date
Director
Family & Children First Council

EXHIBIT A

**Administrative Agent Agreement
between
Summit County Family and Children First Council
and
Summit County Developmental Disabilities Board**

This Agreement is made by Summit County Family and Children First Council ("Council") and the Summit County Developmental Disabilities Board ("Administrative Agent") for the purpose of designating the Summit County Developmental Disabilities Board as the Administrative Agent for the Council and defining the rights and responsibilities of the parties pursuant to Ohio Revised Code Section 121.37.

WHEREAS, Ohio Revised Code Section 121.37(B)(5) requires each county Council to designate an Administrative Agent; and

WHEREAS, on January 21, 2021, the Council approved Summit County Developmental Disabilities Board to serve as its Administrative Agent for SFY 2022; and

WHEREAS, Summit County Developmental Disabilities Board has agreed to serve as the Administrative Agent for Council for the period July 1, 2021 to June 30, 2022; and

WHEREAS, Administrative Agent agrees to perform such services for the Council according to the terms and conditions set forth herein.

THEREFORE, the parties agree to the following:

Duties of the Administrative Agent

In consideration of the mutual promises and agreements of the above parties, it is agreed as follows:

1. Administrative Agent shall serve as Council's appointing authority in accordance with the By-Laws of Council for any employees of the Council. Council shall authorize the establishment of positions to be employed and supervised by Administrative Agent. Duties and responsibilities of the Council's Director shall be prescribed in the official job description for the Director as approved by Council.
2. The Council, in conjunction with Administrative Agent, shall fix compensation of authorized positions following a written work performance evaluation which shall be completed annually based on input from both parties.
3. Council staff shall abide by the personnel policies and rules of Administrative Agent. Council and Administrative Agent shall jointly address personnel issues involving Council staff.

4. **Administrative Agent shall ensure that all expenditures are handled in accordance with policies, procedures, and activities prescribed by state departments in rules on interagency agreements that are applicable to Council's functions.**
5. **Administrative Agent shall maintain supporting documentation for administrative and fiscal activity conducted on behalf of the Council in accordance with Ohio records retention laws and make this information available for yearly audit.**
6. **Administrative Agent shall prepare no less than quarterly financial reports for review by the Executive Committee of Council.**
7. **Administrative Agent may do the following on behalf of Council with express approval of Council:**
 - a. **Enter into agreements or administer contracts with public or private entities to fulfill specific Council business.**
 - b. **At the direction of the Council, provide financial stipends, reimbursements or both to family representatives for expenses related to Council activity.**
 - c. **Receive by gift, grant, devise or bequest, any moneys, lands or other property for the purposes for which the Council is established. Administrative Agent shall hold, apply, and dispose of the moneys, lands, and other property according to the tenets of the gift, grant, devise or bequest. Any interest or earnings shall be treated in the same manner and are subject to the same terms as the gift, grant, devise or bequest from which it arrives.**
8. **Administrative Agent shall provide reasonable space and technology to Council.**

Duties of the Council

1. **Council shall develop and approve an annual budget and file a copy with the Administrative Agent. The budget will guide the expenditures of the Administrative Agent on behalf of the Council and shall include funds to cover the salary and benefits of Council's employee(s).**
2. **Council shall be responsible for its own costs and expenses associated with the performance of services under this Agreement. In no event shall Administrative Agent be required to cover any budget shortfall or loss of monies for Council, nor shall Administrative Agent be liable for payment of any funds to Council except as explicitly outlined in this Agreement**
3. **Council 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 or any of their duly authorized representatives. Council shall maintain all required records for three (3) years after**

Administrative Agent, as fiscal agent for the Council, makes final payments and all other pending matters are closed.

4. Council shall direct the expenditure of the following funds under the management of Administrative Agent:
 - a. Family Centered Services and Supports
 - b. Shared Pool
 - c. Early Intervention
 - d. Any and all other grants and funds accepted by Council through a vote according to the By-Laws of Council.

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.

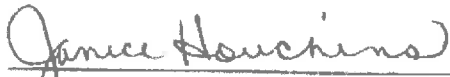
Term and Termination

This Agreement between the Summit County Developmental Disabilities Board and Council will begin July 1, 2021 and terminate on June 30, 2022. This Agreement may be terminated by action of the Ohio legislature or by either party for any reason upon submission of a ninety (90) day written notice to the other party. The Agreement may be extended for a specific period of time with the written approval of both parties. Any liabilities incurred but not yet paid prior to termination of this Agreement remain the responsibility of Council. Upon termination, all funds, subject to this Agreement shall be transferred to another public entity selected by Council as the new Administrative Agent.

In witness whereof, the parties hereby executed this Agreement on the dates indicated below.



Robert Bickett, FCF Council Chair 4.23.21
Date



Janice Houchins, FCF Council Director 4/22/21
Date



John Trunk 4/22/21
Date
Summit County Developmental Disabilities Board

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is entered into by and between Summit County Developmental Disabilities Board, (referred to as "Business Associate") a Public Agency, authorized under Ohio Revised Code Section 5126, located at 89 Howe Road, Tallmadge, Ohio 44278, by Lisa Kamlowksy, its Superintendent, duly authorized, and the Summit County Family and Children First Council, (FCFC), authorized under Ohio Revised Code Section 121.37 (referred to as "Agency") in conformance with the Health Insurance Portability and Accountability Act of 1996, its regulations, and the HITECH Act of 2009.

WHEREAS, Agency and Business Associate will make available and/or transfer to each other confidential, personally identifiable health information in conformance with the Agreement for Services executed simultaneously with this Business Associate Agreement, and

WHEREAS, such information may be used or disclosed only in accordance with the privacy regulations [45 CFR §§ 164.502; 164.504] and the security regulations [45 CFR §§ 164.308; 164.314] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 - 1320d-8], relevant amendments effected by the American Recovery and Reinvestment Act of 2009 [Pub. L. 111-5, §§ 13400 *et seq.*] and the terms of this Agreement, or more stringent provisions of the law of the State of Ohio;

NOW THEREFORE, the parties agree as follows:

1. Definitions.

1.1. Protected Health Information ("PHI") means individually identifiable information relating to the past, present or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present or future payment for health care provided to an individual, as more fully defined in 45 CFR § 164.501, and any amendments thereto, received from or on behalf of the Agency.

1.2. Unsecured PHI is PHI that is not rendered unusable, unreadable or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services.

1.3. Business Associate shall have the meaning given to such term in 45 CFR § 160.103.

1.4. Individual means the person who is the subject of the PHI, as defined in 45 CFR § 160.103, and includes the person's personal representative.

1.5. Privacy Rule means the Standards for Privacy of Individually Identifiable Health Information found at 45 CFR Parts 160 and Part 164, Subparts A and E, and any amendments thereto.

2. Copy of Privacy Practices. If applicable, Agency and/or Business Associate shall provide to the other 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.

3. **Permitted Use.** The Agency and Business Associate agree that it shall not receive, create, use or disclose PHI except as follows:
 - 3.1. **Covered Functions.** Except as otherwise limited in this Agreement, Agency and/or Business Associate may use or disclose the PHI on behalf of, or to provide services to, Agency and/or Business Associate for the purposes necessary to complete the tasks, or provide the services, associated with, and required by the terms of the underlying agreement.
 - 3.2. **Disclosure Restrictions.** If necessary for the proper management and administration of the Agency and/or Business Associate or to carry out legal responsibilities of the Business Associate and/or Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - 3.2.1. Disclosure is required by law; or
 - 3.2.2. Where the Agency or 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 person/entity agrees to notify the Agency and/or Business Associate of any breaches of confidentiality in a timely fashion and in writing. Documentation needs to follow the same standards and time frames as item 6 below.
 - 3.3. **Data Aggregation.** To permit the Business Associate to provide data aggregation services relating to the health care operations of Agency. Aggregation is defined as combining PHI received from multiple Business Associates to produce data analysis that relates to the operation of the respective Covered Entities.
4. **Minimize Use of PHI.** The Agency and Business Associate agrees that it will not request, use, or release more than the minimum necessary amount of PHI to accomplish the purpose of the use, disclosure or request.
5. **Business Associate Safeguards.** The Agency and Business Associate will use appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall implement the administrative, physical and technical safeguards that reasonably protect the confidentiality, integrity and availability of the PHI that it creates, receives, maintains or transmits on behalf of the Agency and Business Associate. The Agency and Business Associate will use all appropriate safeguards under 45 CFR 164 Subpart C including those identified as addressable. The Agency and Business Associate will comply with 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. With regard to electronic PHI not covered by the Guidance published at 74 FR 19006, the Agency and Business Associate will protect electronic PHI at rest and in transit through encryption that complies with State of Ohio IT Standard, ITS-SEC-01 Data Encryption and Cryptography.
6. **Unauthorized Disclosure and Incident Reporting and Remediation and Privacy and Security Breach Notification.**
 - 6.1. **Incident Reporting.**

6.1.1. Agency and/or Business Associate shall report to each other the following:

6.1.1.1. Any use or disclosure of PHI which is not in compliance with the terms of this Agreement or applicable law of which it becomes aware; and

6.1.1.2. Any security incident of which it becomes aware. For purposes of this Agreement, "security incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.

6.1.2. Within one business day of discovery of a suspected reportable incident as described in 6.1.1 above, Agency and/or Business Associate shall notify the other entity of the existence and nature of the incident as understood at that time. Agency and/or Business Associate shall immediately investigate the incident and within three business days of discovery shall provide the other entity, in writing, a report describing the results of its investigation, including:

6.1.2.1. What data elements were involved, the extent of the data involved in the incident, and the identification of affected individuals, if applicable;

6.1.2.2. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed PHI, or to have been responsible for the incident;

6.1.2.3. A description of where the PHI is believed to have been improperly transmitted, sent, or utilized, if applicable;

6.1.2.4. A description of the probable causes of the incident;

6.1.2.5. A description of the proposed plan for preventing similar future incidents, including ongoing risk remediation plan approval; and

6.1.2.6. Whether the Agency and/or Business Associate believes any federal or state laws requiring notifications to individuals are triggered.

6.1.3. Reporting and other communications made to the Agency under this section must be made to the agency's HIPAA privacy officer at:

James W. Armstrong
Director of Legal Services
Summit County Developmental Disabilities
330-634-8204
jarmstrong@summitdd.org,
89 E Howe Road
Tallmadge, OH 44278

6.2. Mitigation. In addition, Agency and Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known of a use or disclosure of PHI by Agency or Business Associate in violation of the requirements of this Agreement, and report its mitigation activity back to the Agency or Business Associate. Agency and Business Associate shall preserve evidence.

- 6.3. Coordination.** Agency and Business Associate will coordinate with each other to determine additional, specific actions that will be required of the Agency and/or Business Associate for mitigation of the Breach, which may include notification to the individuals, entities or other authorities.
- 7. Subcontractor Obligations.** Agency and Business Associate shall ensure that all of its subcontractors and agents are bound, in writing, by the same restrictions and obligations contained herein, including but not limited to the obligation to implement reasonable and appropriate safeguards to protect the information, whenever PHI is made accessible to such subcontractors or agents.
- 8. Access to PHI.** Agency and Business Associate shall make all PHI and related information maintained by each other or its agents or subcontractors available as soon as practicable following a request for PHI, but within fifteen (15) days, to the extent necessary to fulfill the following obligations:
- 8.1. Inspection and Copying.** Make the PHI maintained by Agency and Business Associate or its agents or subcontractors in Designated Record Sets available to each other for inspection and copying to enable Agency to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and consistent with Section 13405 of the HITECH Act.
- 8.2. Accounting.** To account for disclosures of PHI in accordance with the provisions of the Privacy Rule, including, but not limited to 45 CFR § 164.528 and the HITECH Act; and shall make all PHI in its possession available to Agency and/or Business Associate as soon as practicable following a request for PHI, but within fifteen (15) days, to fulfill Agency's and/or Business Associate's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, upon the mutual agreement of the parties, incorporate any amendments or related statements into the information held by the Agency and/or Business Associate and any subcontractors or agents.
- 9. Compliance and HHS Access.** The Agency and Business Associate shall make available to the Agency and to the Secretary of the U.S. Department of Health and Human Services any and all internal practices, documentation, books, and records related to the use and disclosure of PHI received from each other, or created or received by one party on behalf of the other. Such access is for the purpose of determining each party's compliance with HIPAA, regulations promulgated by the United States Department of Health and Human Services, and any amendment thereto. Any non-compliance by the Agency and/or Business Associate with the terms of this Agreement or the privacy and security regulations shall be a breach of this Agreement if the party knew of the breach and failed to take immediate and reasonable steps to cure the non-compliance. The Agency and Business Associate agree that other party has the right to immediately terminate this Agreement and seek relief, including the right to contract for replacement service through another entity at the same cost if the Agency and/or Business Associate determines that the other party has violated a material term of the Agreement.
- 10. Ownership and Destruction of Information.** The PHI and any related information created or received from or on behalf of one party is and shall remain the property of that party. The Agency and Business Associate agree that it acquires no title in or rights to the information of the other party, including any de-identified information. Upon termination of this Agreement, Agency and Business Associate agree, at the option of the other party, to return or securely

destroy all PHI created or received from or on behalf of the other party following 74 FR 19006 Guidance Specifying the Technologies and Methodologies That Render PHI Unusable, Unreadable, or Indecipherable to Unauthorized Individuals for Purposes of the Breach Notification Requirements under Section 13402 of Title XIII. The Agency and Business Associate agree that it will not retain any copies of PHI except as required by law. If PHI is destroyed, the Agency and Business Associate agree to provide each other with appropriate documentation or certification evidencing such destruction. If return or destruction of all PHI and all copies of PHI is not feasible, the Agency and Business Associate agree to extend the protections of this Agreement to such information for as long as it is maintained and to limit further uses and disclosures to those which make return or destruction infeasible. 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.

- 11. Termination.** Notwithstanding any term or condition in the underlying agreement, either party may terminate the underlying agreement if at any time it determines that the other party has violated a material term of this Business Associate Agreement. In the alternative, either party may, at its sole discretion, take any action provided in the underlying agreement, may suspend the Agreement, or may allow the other party a reasonable period of time to cure before termination, when such action is determined to be in such party's best interest. Upon suspension of the agreement, either party may, at its sole discretion, require the other party to comply with the requirements of the above Ownership and Destruction of Information paragraph, in the same manner as though the agreement had been terminated. This paragraph shall in no way alter, amend, limit or change the terms and conditions in the underlying agreement as they relate to performance of the underlying agreement, and shall solely relate to violation of the terms of the Business Associate Agreement.
- 12. Survivorship.** The obligations to safeguard the confidentiality, privacy and security of PHI imposed herein shall survive the termination of this Agreement.
- 13. Injunctive Relief.** Notwithstanding any rights or remedies under this Agreement or provided by law, each party retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the other party, any of its subcontractors or agents, or any third party who has received PHI.
- 14. Binding Effect.** Subject to the limitations on assignment provided elsewhere in this Agreement, the 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. This Agreement will be binding upon and inure to the benefit of the respective successors and assigns of the Agency and the Business Associate.
- 15. Ambiguities, Strict Performance and Priorities.** Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA, regulations promulgated thereunder and HITECH. Any conflicts in the security and privacy terms and conditions of this agreement with those in the underlying agreement shall be interpreted to favor of the terms and conditions that promote greater degree of security and privacy. 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. This Agreement will be construed in accordance with the plain meaning of its language and neither

for nor against the drafting party. The headings in this Agreement are for convenience only and will not affect the interpretation of any of the Agreement terms and conditions. If at any time either party fails to demand strict performance by the other party of any of the terms of this Agreement, such failure will not be construed as a waiver of any such term, and either party may at any time demand strict and complete performance by the other party.

- 16. Notice.** For any notice under this Agreement to be effective the notice must be made in writing and sent to the address of the appropriate contact provided in the Agreement.

Signatures appear on the following page.

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Summit DD's summer work program.	Contract between Summit DD and Koinonia to provide summer work experiences to eligible youth.	Recommend approval of contract with Koinonia in the amount not to exceed \$57,900

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to Individuals

Summit DD will be once again administering a summer work for individuals between the ages of 16 to 20 that are still enrolled in school or recently graduated. Students will work on average 20 hours a week for 5 weeks and be paid minimum wage which is \$9.30 per hour. Students will be supported in groups of 2-3 with an onsite job coach during the time they are working. In addition, Koinonia will transport students from their home to the job site, between job sites as necessary and back home once their shift is over.

Students will work at various community-based businesses across the county. Industries that will be represented are retail, hospitality, food service and grounds maintenance.

Koinonia will provide services to 16 students, facilitating two, five-week sessions.

Recommended for approval by the April Services & Supports Committee.

Submitted By: Drew Williams

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

Date: 4/1/2022



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
KOINONIA ENTERPRISES, LLC**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Koinonia Enterprises, LLC, with its principal office located at 6161 Oak Tree Boulevard, Suite 400, Independence, Ohio 44131, and hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for the Summit DD Summer Youth Work Experience Program . . .

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

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor will provide onsite job coaching/supervision to individuals who are participating in the program, with the goal of helping to increase independence and support the acquisition of meaningful job skills. Support will be provided in accordance with Ohio Administrative Code Section 5123-9-15 Home and Community Based Services Waivers – Individual Employment Supports (Exhibit A).
- C. Contractor will provide transportation in alignment with Ohio Administrative Code Section 5123-9-18 Home and Community Based Services Waivers – Non-Medical Transportation (Exhibit B).
- D. Contractor will ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule, attached hereto as Exhibit C.

- E. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- F. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- G. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- H. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- I. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- J. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident (MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by

submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- K. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- L. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- M. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- N. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- O. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- P. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **FIFTY SEVEN THOUSAND NINE HUNDRED DOLLARS AND 00/100 (\$57,900.00)** and is limited to the Summit DD'S 2022 appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$11.40 per fifteen-minute unit or \$45.60 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from **June 1, 2022** through **August 31, 2022**.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Koinonia Enterprises, LLC
Diane Beastro, President and CEO
6161 Oak Tree Boulevard, Suite 400
Independence, Ohio 44131

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

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

SIGNATURES

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

KOINONIA ENTERPRISES, LLC

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

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

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Summit DD's summer work and career exploration program	Contract between Summit DD and Weaver Industries to provide summer work experiences and career exploration activities to eligible youth.	Recommend approval of contract with Weaver Industries in the amount not to exceed \$94,000

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to Individuals

Summit DD will be once again administering a summer work for individuals between the ages of 16 to 20 that are still enrolled in school or recently graduated. Students will work on average 20 hours a week for 5 weeks and be paid minimum wage which is \$9.30 per hour. Students will be supported in groups of 2-3 with an onsite job coach during the time they are working. Students will also be provided transportation services to and from the job sites.

Students will work at various community-based businesses across the county. Industries that will be represented are retail, hospitality, food service and grounds maintenance.

In addition to the summer work experience Summit DD is adding a career exploration program. This new program will support students ages 14-15 and be focused on exploring the world of work and post-secondary education options. Students will be supported in groups of 2 with a job coach to tour local businesses and post-secondary educational/vocational locations for a total of 40 hours over the course of 2 weeks. Locations will be determined based on the interests of the youth participating. Transportation will also be provided.

Between the two programs Weaver Industries will serve up to 36 youth.

Recommended for approval by the April Services & Supports Committee.

Submitted By: Drew Williams

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

Date: 4/1/2022



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
WEAVER INDUSTRIES, INC.**

This Contract, entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and Weaver Industries, Inc., with its principal office located at 520 South Main Street, Suite 2441, Akron, Ohio 44311, and hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby the Summit DD will provide reimbursement to Contractor for the **Summit DD Summer Youth Work Experience Program and career exploration**.

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

I. SUMMIT DD OBLIGATIONS

- A. The Summit DD shall monitor the quality of services delivered under this Contract in the following manner: documentation reviews and/or site visits. In the event of an adverse finding, the Summit DD will share the results of said finding with the Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided and in accordance with the standards established by the Summit DD.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations and credentials required hereunder.
- B. Contractor will provide onsite job coaching/supervision to individuals who are participating in the program, with the goal of helping to increase independence and support the acquisition of meaningful job skills. Support will be provided in accordance with Ohio Administrative Code Section 5123-9-15 Home and Community Based Services Waivers – Individual Employment Supports (Exhibit A).
- C. Contractor will support youth aged 14-15 years of age to explore various local businesses and post-secondary education options based on the student's preference. Students will visit identified locations in groups of two (2) with a job coach for a total of forty (40) hours over a two-week period. Transportation to and from locations will be provided by the Contractor.

- D. Contractor will provide transportation in alignment with Ohio Administrative Code Section 5123-9-18 Home and Community Based Services Waivers – Non-Medical Transportation (Exhibit B).
- E. Contractor will ensure pay sheets for each student are completed and sent to Summit DD in accordance with the identified pay schedule, attached hereto as Exhibit C.
- F. Contractor will complete a job coaching report for each student identifying work completed, areas in which the student excels and supports provided/needed. Job coaching reports should be sent to Summit DD on the same schedule as the pay sheets.
- G. Contractor shall make available to the Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice in the community in which services are provided.
- H. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.
- I. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to the Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate in the provision of services on the basis of race, color, disability, religion, sex or national origin. Contractor shall furnish the Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- J. The Contractor agrees to submit all such programmatic and financial information as may reasonably be required by the Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered under this contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- K. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to the Summit DD's Major Unusual Incident

(MUI) Unit, and shall provide other additional reports to the Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123-17-02 and Contractor shall notify the Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to the Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.

- L. Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by the Contractor in performance of its duties under this contract. The Summit DD shall be included as an additional insured on the Contractor's liability insurance coverage. The Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy before providing services in accordance with the Contract. Such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- M. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
- N. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- O. The Contractor shall indemnify, save and hold harmless the Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without the loss to the Summit DD.
- P. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation.
- Q. Employees of the Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

III. CONTRACTOR FINANCIAL OBLIGATIONS

- A. Contractor will disclose for-profit or not-for-profit status on "Exhibit 1" attached hereto and made part of this Contract and a complete list of names and addresses of any individuals or organizations having a direct or indirect ownership or controlling interest of five percent (5%) or more in the Contractor.
- B. The Contractor agrees to keep a regular book of accounts maintained on an accrual basis of accounting and in such form as is consistent with generally accepted accounting principles. The

Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. The Summit DD, or its authorized representative, shall have access to the books and records of the Contractor at any time during the normal business hours of the Contractor.

- C. If the Contractor is a non-federal entity that expends five-hundred thousand dollars (\$500,000) or more per year in federal awards, a single or program-specific audit shall be conducted in accordance with OBM Circular No. A-133. Any audit made in accordance with this paragraph shall be in lieu of any financial audit requirement under this Contract.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **NINETY FOUR THOUSAND DOLLARS AND 00/100 (\$94,000.00)** and is limited to the Summit DD'S 2022 appropriation.
- B. Reimbursement for Job Coaching/Supervision will be paid at \$11.40 per fifteen-minute unit or \$45.60 per hour.
- C. Reimbursement for Transportation services will be in accordance with the Non-Medical Transportation Rule, OAC Section 5123-9-18.
- D. Payment will be made monthly upon receipt of an invoice detailing number of job coaching hours provided and transportation services provided.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from **June 1, 2022 through August 31, 2022.**
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing the Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

VI. CONFIDENTIALITY

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

VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED

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

VIII. MISCELLANEOUS

A. STANDARDS

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

B. ASSIGNMENT

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

C. ENTIRE CONTRACT

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

D. NOTICES

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

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

TO: Weaver Industries, Inc.
Jeffrey Johnson, Executive Director
520 South Main Street, Suite 2441
Akron, Ohio 44311

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

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

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

SIGNATURES

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

WEAVER INDUSTRIES, INC.

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Witness / Date

Witness / Date

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

EXHIBIT 1:

Status: _____ Not-for-Profit _____ For Profit

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

NAME	ADDRESS

CONCILIATION PROCEDURE

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

STEP I

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

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

STEP II

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

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

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

**SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE THREE MONTHS ENDED MARCH 31, 2022 AND 2021**

	3/31/2022			3/31/2021		
	2022 ANNUAL BUDGET	2022 YTD ACTUAL	YTD % BUDGET REMAINING	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD % BUDGET REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 53,893,961	\$ -	100.0%	\$ 53,454,163	\$ -	100.0%
REIMBURSEMENTS	8,703,840	3,752,388	56.9% ¹	6,344,000	1,984,021	68.7%
GRANTS	1,805,317	353,536	80.4%	1,683,639	298,285	82.3%
REFUNDS	-	959	0.0%	-	3,213	0.0%
OTHER RECEIPTS	37,932	21,534	43.2%	85,000	115,105	-35.4%
TOTAL REVENUE	\$ 64,441,050	\$ 4,128,417	93.6%	\$ 61,566,802	\$ 2,400,624	96.1%
OPERATING EXPENDITURES						
SALARIES	\$ 20,032,262	\$ 4,589,753	77.1%	\$ 18,967,852	\$ 4,278,504	77.4%
EMPLOYEE BENEFITS	8,067,946	1,635,901	79.7%	7,816,538	1,527,822	80.5%
MEDICAID COSTS	28,400,000	5,987,629	78.9%	24,300,000	4,897,718	79.8%
DIRECT CONTRACT SERVICES	7,302,641	1,601,905	78.1% ²	9,089,940	1,485,508	83.7%
INDIRECT CONTRACT SERVICES	1,921,331	344,489	82.1% ³	1,860,242	318,125	82.9%
SUPPLIES	432,060	86,055	80.1% ⁴	445,602	99,875	77.6%
TRAVEL AND TRAINING	297,300	57,771	80.6%	341,460	20,104	94.1%
UTILITIES	348,000	103,168	70.4%	535,000	78,422	85.3%
RENTALS	7,000	-	100.0%	8,245	1,999	75.8%
ADVERTISING	145,000	32,087	77.9%	136,000	51,707	62.0%
OTHER EXPENSES	335,420	119,760	64.3% ⁵	332,635	118,882	64.3%
EQUIPMENT	65,000	530	99.2%	112,000	35,845	68.0%
REAL PROPERTY IMPROVEMENT	100,000	174,415	-74.4%	200,000	13,398	93.3%
TOTAL EXPENDITURES	\$ 67,453,960	\$ 14,733,463	78.2%	\$ 64,145,514	\$ 12,927,909	79.8%
NET REVENUES AND EXPENDITURES	\$ (3,012,910)	\$ (10,605,046)		\$ (2,578,712)	\$ (10,527,285)	
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 63,723,040	\$ 63,723,040				
LESS: EXPENDITURES	64,441,050	4,128,417				
ENDING FUND BALANCE	(67,453,960)	(14,733,463)				
	\$ 60,710,130	\$ 53,117,994				

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

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED MARCH 31, 2022
(Rounded)**

An evenly distributed monthly budget		8.3%
Evenly distributed budget remaining for nine months		75.0%
Revenue:		
1	Reimbursements:	\$ 1,112,200
	Two quarterly Medicaid Administrative Claims (MAC) reimbursements, State fiscal year 2020 waiver match reconciliation.	1,228,400
	Expenditures:	
2	Direct Contract Services:	150,000
	Incremental funding of the Family Engagement Program for individuals enrolled in the program.	
3	Indirect Contract Services:	
	Licensing, maintenance and support contract renewals for the following IT software applications: AppRiver LLC - Annual advanced e-mail threat protection, MRK Technologies - Three year contract for Sophos antivirus software for all computers and servers, ComDoc - Annual licensing, maintenance and support for the Job Router workflow software application.	11,300 18,000 15,400
4	Supplies:	26,600
	Purchase of HP Elite touchscreen notebooks as part of a planned computer refresh.	
5	Other Expenses:	95,500
	Ohio Association of County Boards (OACB) 2022 annual dues.	

Year to Date

Revenue:		
	Property Taxes:	
	Approximately 49% of the annual property tax collection is expected in March or April.	
	Expenditures:	
	Employee Benefits:	\$ (422,900)
	January was a premium holiday month realizing a cost benefit for medical and dental costs.	
	Real Property Improvement:	174,400
	Additional cost for patio and roof repairs at the Barberton and Cuyahoga Falls locations.	

MINUTES – combined work session and regular meeting
Thursday, March 24, 2022

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, March 24, 2022

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, March 24, 2022 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:38 p.m.

BOARD MEMBERS PRESENT

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

ALSO PRESENT

Lisa Kamlowky, Superintendent	James Armstrong, Director of Legal Svs.
Holly Brugh, Director of SSA & EI	Danyelle Conner, Director of Human Resources
Mira Pozna, Director of Fiscal Services	Drew Williams, Director of Community Supports & Development
Russ DuPlain, Director of IT & Facilities	Maggi Albright, Recording Secretary and others
Billie Jo David, Director of Communication & Quality	
Joe Eck, Director of Labor Relations & Risk Management	

I. PROPOSED NEW POLICY 1125 – UNEXPECTED VACANCY IN SUPERINTENDENT POSITION

This policy will provide for the continuation of operations should the Superintendent become temporarily incapacitated and unable to perform the Superintendent's necessary duties. New policy 1125 grants the Summit DD Board President the authority to appoint a person with a valid superintendent's certificate issued under the rules of the Ohio Department of Developmental Disabilities (DODD) as interim superintendent for a period not to exceed 180 days. The emergency appointment would either terminate upon the return of the Superintendent or when the Board employs a permanent superintendent, pursuant to Ohio Revised Code 5126.0219. New Policy 1125 has been recommended for approval by the February HR/LR Committee.

MINUTES – combined work session and regular meeting
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WORK SESSION *(continued)*

II. AGENCY LIABILITY INSURANCE RENEWAL

Summit DD must maintain risk protection for Board operations and property and the current policy expires March 31, 2022. The recommendation is to renew general, property, auto, social service professional, abuse and molestation and umbrella liability insurance through Selective Insurance Company for the period April 1, 2022 through March 31, 2023 in an amount not to exceed \$64,801. Selective Insurance Company of America has an A.M. Best rating of "A" (excellent). The renewal rate reflects a \$7.2M increase in the value of the Cuyahoga Falls building, improvements to the Barberton building, growth in the number of professional staff and 10.3% increase to commercial property coverage and 16.9% increase relative to umbrella liability coverage. Funds are available in the budget and the liability insurance renewal with Selective Insurance Company has been recommended for approval by the March Finance & Facilities Committee.

III. CUYAHOGA FALLS AND BARBERTON RENOVATIONS FUNDING AUTHORIZATIONS

Renovations to the Cuyahoga Falls and Barberton buildings are nearing completion and there are some increases to funding authorizations needed for certain contracts to address requested changes in design and to handle the scope of repairs and enhancements to pre-existing conditions. An increase for Summit Construction in an amount not to exceed \$529,147 is requested to address pre-existing and unanticipated conditions on the roof, patio and ramp system at both Cuyahoga Falls and Barberton. These pre-existing conditions, along with other design changes has led to additional architect and engineering expenses with Hasenstab Architects not to exceed \$30,000. Additionally, to ensure the utmost safety of staff and visitors, cameras and pull stations are recommended for installation in parking areas at Barberton, for a total not to exceed \$30,985 with Diligent Security. Staff are working with representatives from the City of Barberton and some, if not all of this expense may be offset by the city. These increases are anticipated to complete the renovations project which remains within the \$10,610,000 original project budget authorized by the Board in December 2019. The March Finance & Facilities Committee recommends approval of the contract increases.

IV. EARLY INTERVENTION PROGRAM EVALUATION CONSULTING CONTRACT

The Ohio Department of Developmental Disabilities (DODD) received one-time funding of \$7M from the American Rescue Plan Act (ARPA) of 2021 to support enhancement of Ohio's Early Intervention (EI) Program. The additional funding provides the opportunity to strengthen the EI system and improve outcomes for children by supporting enhanced oversight of EI systems implementation of Individuals with Disabilities Education Act (IDEA).

MINUTES – combined work session and regular meeting
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WORK SESSION *(continued)*

IV. EARLY INTERVENTION PROGRAM EVALUATION CONSULTING CONTRACT *(continued)*

Additional funds will also support the further application of evidence based EI practices and promote the use of technology, as appropriate, for EI service provision and evaluation. The funds were made available as grant opportunities, with money awarded to be spend by June 30, 2023. Summit DD applied for and was awarded \$306,609 for EI enhancements. The request is to contract with Jennifer Musson to perform a comprehensive quality evaluation of the EI program in Summit County, with the goal of identifying gaps and areas of opportunity so the overall quality of the program can be improved. Ms. Musson has over ten years' experience as both a provider of EI services and in a leadership role with EI systems. She is also a former Summit DD employee and a parent of a child with a disability. Her hourly rate is \$80, which is competitive based on similar consultant costs. Funds are available in the budget and the consulting contract has been recommended for approval by the March Finance & Facilities and Services & Supports Committees.

V. FEBRUARY FINANCIAL STATEMENT

Revenue in February included \$50,000 from DODD for the Keeping Families Together grant and \$57,600 in quarterly Title XX grant reimbursement. Expenditures for the month included payments to DODD of \$410,700 for quarterly Medicaid waiver administration fees and \$5,577,000 for quarterly Medicaid waiver match. Grant awards of \$34,600 was paid to providers along with payment to Oriana House of \$25,000 for the Alternative Environment Program and \$25,000 payment to UDS for membership in the Toy Resource Center Consortium. February ended with deficit spending of \$10,431,479. Ms. Pozna mentioned the financial statements will reflect deficit spending until the first half property tax settlement is received, which is anticipated in April. February ended with a fund balance of \$53,291,561. The February financial statement has been recommended for approval by the March Finance & Facilities Committee.

The work session adjourned at 5:50 p.m.

MINUTES – combined work session and regular meeting
Thursday, March 24, 2022

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:50 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, commented new Policy 1125 – Unexpected Vacancy in Superintendent Position is a proactive approach, although she hopes the Board never needs to use it. Ms. Frank mentioned she attended a community meeting in Cuyahoga Falls where others mentioned being excited that Summit Housing Development Corp. purchased three lots to build homes in the area. Ms. Frank commended the Board and staff for providing enhanced security at the newly renovated buildings. She also mentioned the recent insurance premium holiday and what a nice cost saving it is for staff. She noted that it was nice to work for an agency that has such concern for its staff and where such camaraderie exists. Ms. Frank wished all Happy Easter!

II. APPROVAL OF MINUTES

A. FEBRUARY 24, 2022 (combined work session and regular meeting)

RESOLUTION No. 22-03-01

Mr. Dodson moved that the Board approve the minutes of the February 24, 2022 combined work session and regular meeting. The motion, seconded by Ms. Wilkinson, was unanimously approved.

III. BOARD ACTION ITEMS

A. NEW POLICY 1125 – UNEXPECTED VACANCY IN SUPERINTENDENT POSITION

RESOLUTION No. 22-03-02

Ms. Wilkinson moved that the Board approve new policy 1125 – Unexpected Vacancy in Superintendent Position. The motion, seconded by Mr. Dodson, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, March 24, 2022

BOARD MEETING *(continued)*

III. BOARD ACTION ITEMS *(continued)*

B. AGENCY LIABILITY INSURANCE RENEWAL

RESOLUTION No. 22-03-03

Ms. James moved that the Board approve the renewal of liability insurance with Selective Insurance Company for the period April 1, 2022 through March 31, 2023 in an amount not to exceed Sixty Four Thousand Eight Hundred One Dollars (\$64,801), and that the Superintendent be authorized to take necessary action to effectuate said insurance. The motion, seconded by Mrs. Gaugler, was unanimously approved.

C. CUYAHOGA FALLS AND BARBERTON RENOVATIONS FUNDING AUTHORIZATIONS

1. SUMMIT CONSTRUCTION

RESOLUTION No. 22-03-04

Mrs. Gaugler moved that the Board approve an increase in expenditures for Summit Construction in the amount of Five Hundred Twenty-Nine Thousand One Hundred Forty-Seven Dollars (\$529,147), for the total funding approval with Summit Construction not to exceed Nine Million Twenty-Two Thousand Six Hundred Ninety Eight Dollars (\$9,022,698), and that the Superintendent be authorized to effectuate said expenditures. The motion, seconded by Mr. Cramer, was unanimously approved.

2. HASENSTAB ARCHITECTS

RESOLUTION No. 22-03-05

Mr. Dodson moved that the Board approve an increase in expenditures for Hasenstab Architects in the amount of Thirty Thousand Dollars (\$30,000), for the total funding approval with Hasenstab Architects not to exceed Five Hundred Fifty-Five Thousand Nine Hundred Ninety-Eight Dollars (\$555,998), and that the Superintendent be authorized to effectuate said expenditures. The motion, seconded by Ms. Wilkinson, was unanimously approved.

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

III. BOARD ACTION ITEMS *(continued)*

C. CUYAHOGA FALLS AND BARBERTON RENOVATIONS FUNDING AUTHORIZATIONS *(continued)*

3. DILIGENT SECURITY

R E S O L U T I O N

No. 22-03-06

Ms. Wilkinson moved that the Board approve an increase in expenditures for Diligent Security in the amount of Thirty Thousand Nine Hundred Eighty-Five Dollars (\$30,985), for the total funding approval with Diligent Security not to exceed One Hundred Seventy-Nine Thousand Five Hundred Seventy Dollars (\$179,570), and that the Superintendent be authorized to effectuate said expenditures. The motion, seconded by Ms. James, was unanimously approved.

D. EARLY INTERVENTION PROGRAM EVALUATION CONSULTING CONTRACT

R E S O L U T I O N

No. 22-03-07

Ms. James moved that the Board approve a contract with consultant Jennifer Musson for Early Intervention program evaluations for the period April 1, 2022 through June 30, 2023 in an amount not to exceed One Hundred Fifty Thousand Dollars (\$150,000), and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

E. FEBRUARY FINANCIAL STATEMENTS

R E S O L U T I O N

No. 22-03-08

Mrs. Gaugler moved that the Board approve the February Financial Statements. The motion, seconded by Mr. Cramer, was unanimously approved.

IV. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky mentioned Summit DD's DODD accreditation review was completed this afternoon. There were twelve reviewers onsite for three days looking at policies, procedures and processes; they visited with providers, Board Members, staff, families and community partners. The verbal exit conference was held today and where staff learned that the Agency received no citations in the areas of MUI, EI and personnel.

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

There were a few minor citations around service planning paperwork that do not impact health and safety. The lead reviewer stated the DODD team was leaving with pockets full of good ideas to take back to Columbus and that a full report would be issued within seven days. It is anticipated Summit DD will receive a three-year accreditation, which is the maximum available. Superintendent Kamlowsky stated she cannot say enough about the time and effort staff have contributed to this process. Drew Williams, Holly Brugh and their teams have spent time getting to know individuals and creating plans that are meaningful and have good outcomes and measurable action steps to achieve hopes and dreams. These staff continuously work to identify opportunities for improvement and to make the lives of those we serve better. The Superintendent stated she is very proud of everyone and noted it takes the whole team for the Agency to be successful. Ms. James congratulated the Superintendent and staff on the successful accreditation review.

March DD awareness month is producing record breaking participation with over 10,000 people helping to paint the town orange on March 7th to raise awareness. The Akron Zoo was a sea of orange as over 8,000 people attended wearing orange to show their support during the zoo's inclusion days March 5th – 7th. Additionally, thirteen communities formally recognized March as disabilities awareness month through official proclamations.

Superintendent Kamlowsky noted a proposal is being discussed in Columbus by DODD to increase waiver reimbursement for providers by 6.5%. The additional dollars are intended to increase wages for direct support professionals (DSPs). If this increase is approved, Medicaid costs for Summit DD will increase by approximately \$3.2M each year.

Ms. James commented that April is child abuse awareness month and encouraged all to wear blue. She noted while in a recent meeting, participants mentioned the level of support in the community with the display of orange around DD awareness month and they encouraged all to wear blue in April to show this same level of support.

Mr. Cramer stated he appreciates the opportunity to participate in Board Meetings virtually, when needed. He added that Board packets are very thorough, informative and are provided in enough time to review materials before meetings. He thanked the Superintendent and her team for providing comprehensive information that allows Board Members to be prepared and informed.

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

V. PRESIDENT'S COMMENTS

Mr. Dohnal remarked that he and Mrs. Gaugler participated in DODD accreditation meetings today and the lead reviewer commented that Summit DD does things differently and DODD will share some of the best practices with other counties. He stated he is very proud to be part of this Board. Mr. Dohnal said that as a Board Member and as a parent, he is thankful to be part of the best Board in the world and to be working with this outstanding team of professionals

VI. EXECUTIVE SESSION

RESOLUTION No. 22-03-09

Mr. Dodson moved that the Board enter into Executive Session in compliance with Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsection (4) to discuss collective bargaining matters. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Ms. Wilkinson.

Roll call: Wilkinson-yes, Dohnal-yes, Cramer-yes, Ricks-yes, Gaugler-yes, James-yes and Dodson-yes.

The regular session of the Board Meeting adjourned at 6:20 p.m.

The Board entered Executive Session at 6:25 p.m.

The Board Meeting reconvened at 6:35 p.m.

VII. ADDITIONAL ACTION ITEM

A. WEA II TENTATIVE AGREEMENT

RESOLUTION No. 22-03-10

Mr. Dodson moved that the Board approve a Tentative Agreement for the Weaver Education Association (WEA) II Collective Bargaining Agreement for the period January 1, 2022 through December 31, 2024. The motion, seconded by Ms. Wilkinson, was unanimously approved.

There being no further business, the Board Meeting adjourned at 6:40 p.m.

Jason Dodson, Secretary