

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, May 26, 2022
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. NEW POLICY 4049 – TECHNOLOGY FIRST

ACTION ITEMS FOR BOARD CONSIDERATION

- II. FAMILY & CHILDREN FIRST COUNCIL (FCFC) SHARED POOL (SERVICE REVIEW COLLABORATIVE) CONTRACT
- III. KOINONIA SUMMER YOUTH WORK EXPERIENCE PROGRAM CONTRACT
- IV. WEAVER INDUSTRIES SUMMER YOUTH WORK EXPERIENCE PROGRAM CONTRACT
- V. NORTHEAST OHIO NETWORK (NEON) CONTRACT
- VI. SUMMIT DD/FCFC ADMINISTRATIVE AGENT AGREEMENT
- VII. APRIL 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. APRIL 28, 2022 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. FAMILY & CHILDREN FIRST COUNCIL (FCFC) SHARED POOL (SERVICE REVIEW COLLABORATIVE) CONTRACT
 - B. KOINONIA SUMMER YOUTH WORK EXPERIENCE PROGRAM CONTRACT
 - C. WEAVER INDUSTRIES SUMMER YOUTH WORK EXPERIENCE PROGRAM CONTRACT
 - D. NORTHEAST OHIO NETWORK (NEON) CONTRACT
 - E. SUMMIT DD/FCFC ADMINISTRATIVE AGENT AGREEMENT
 - F. APRIL FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Approve Technology First as a Board Policy.	The Ohio Department of Developmental Disabilities (DODD) Rule 5123-2-01 requires each county board of developmental disabilities to have a Technology First Policy.	Approve Board Policy 4049 - Technology First.

SUPPORTING DATA FOR RECOMMENDATION

On April 21, 2022, DODD Rule 5123-2-01, Technology First, went into effect. This rule is to ensure technology is considered as part of all service and support plans for people with disabilities. This rule contains language that states that Remote Support must be considered as the first option when authorizing services for a person with disabilities before authorizing on-site Homemaker/Personal Care staff.

Technology First, created through a 2018 executive order, is not a technology-only policy but aims to help people learn more about how to use technology to improve their quality of life and how they can experience more independence and personal freedom.

Under this new rule, each county board is required to develop a local policy that will clearly outline that technology solutions are being explored and documented throughout the initial and ongoing person-centered planning process while also supporting, where applicable, individualized outcomes in each person's plan.

Each county board must also develop a plan to address how it will increase the number of individuals who are using technology solutions while also increasing the knowledge, skills, and comfort of staff related to assessing how technology may help meet the needs or achieve outcome and the use of technology. In addition, the county board must collect, and review data related to these initiatives annually.

Summit DD intends to address these initiatives and data analysis through the Long Range and Action Plan process.

Recommended for approval by the May Services & Supports Committee.

Submitted By: Holly Brugh

Date: May 2022

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

4049 - TECHNOLOGY FIRST

The Summit DD recognizes that technology is essential in assisting people with developmental disabilities to live more fulfilling and independent lives and shall be part of all person-centered conversations. The effective use of supportive technology will expand service delivery, improve business operations, and improve individual's access to transportation. Technological and/or remote options shall be considered before authorizing services like on-site homemaker/personal care staff and may also be utilized in combination with other services or to replace more restrictive service options.

Supportive technology is defined as any product, device, equipment, and other related supports and services that may be utilized in maintaining, increasing, and/or improving the functional capabilities of individuals with developmental disabilities and afford them maximum control over their daily decisions regarding their health, safety, and general wellbeing.

Summit DD is committed to increasing the use of technology solutions and will collaborate with individuals served, their families, and service providers in exploring and documenting available technological options throughout the initial and ongoing person-centered planning process. Assessments and tools that promote the use of technology will be used by Summit DD staff, who will be regularly trained about technological and remote options, in determining the appropriate technology to support outcomes in each Individualized Service Plan.

Embedded in Summit DD's Strategic Plan are benchmarks and strategies to support increasing the use of technology over the next three years. These strategies include increasing the level of knowledge, skill, and comfort of staff. Through the annual planning process, Summit DD will review its goals and objectives related to increasing the use of technology solutions by individuals served.

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

X Finance & Facilities Committee

X 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 Kamlowksy, 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

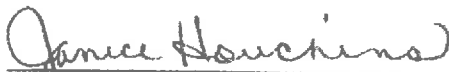
This Agreement between the Summit County Developmental Disabilities Board and Council will begin July 1, 2021 and terminate on June 30, 2022. This Agreement may be terminated by action of the Ohio legislature or by either party for any reason upon submission of a ninety (90) day written notice to the 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
Summit County Developmental Disabilities Board

4/22/21
Date

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 Kamlowsky, 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.

IN WITNESS WHEREOF, the parties hereto agree to the foregoing,

Janice Houchins

Date

Director

Family & Children First Council

Lisa Kamlowsky

Date

Superintendent

Summit County Developmental Disabilities Board

Administrative/Fiscal Agent FCFC

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

Date: 4/1/2022

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



**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 Beastrom, 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

Date: 4/1/2022

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



**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 Kamlowsky, 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 Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with North East Ohio Network (NEON) Regional Council of Governments to distribute funds to certified Independent Providers.	Provide appreciation funds to Independent Providers who are providing transportation services to people served.	Approve a contract with NEON to distribute appreciation funds to Independent Providers authorized to provide transportation services in an amount not to exceed \$151,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Supporting Providers

Summit County's provider community has displayed extraordinary commitment to ensuring services and support for people served during very difficult times. Over the last couple years Summit DD has distributed appreciation funds to the provider community and wishes to do so again. Previous appreciation funds have focused on day service and residential services. This round Summit DD would like to offer appreciation funds to providers of transportation services. To support the distribution of these funds to Independent Providers, Summit DD has partnered with NEON.

Summit DD will provide NEON the award amount per eligible independent provider which will be based on the number of people the independent provider serves. Once received, NEON will issue a check and ensure that all required tax documentation is provided at years end. NEON will invoice Summit DD for the total award amount issued to eligible independent providers and charge an administrative fee of \$15 per check issued, not to exceed 200 checks.

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

Submitted By: Drew Williams

Date: 5/1/2022

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee



**Agreement between Summit County
Developmental Disabilities Board
and
North East Ohio Network (NEON)
Council of Governments**

This Agreement is entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 89 East Howe Road, Tallmadge, Ohio 44278, hereinafter referred to as "Summit DD", and **North East Ohio Network (NEON) Council of Governments**, with its principal office located at **721 Boardman-Poland Road, Suite 103, Boardman, Ohio 44512**, hereinafter referred to as "Contractor".

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

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

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

1. **Summit DD obligations.** Summit DD shall provide to Contractor a spreadsheet of all independent providers who are to receive grant money, including the dollar amount for each provider. A copy of a current Federal W9 form for each provider will accompany the payment list. This is to be a one-time event. Summit DD shall pay Contractor an administrative fee of \$15.00 per check issued, not to exceed 200 checks.
2. **Services provided by Contractor.** Contractor shall issue payment to authorized providers via paper check mailed directly to the provider, and will issue a 1099 form at year-end for applicable providers.
3. **Term.** The term of this Agreement shall be from **July 1, 2022** through **December 31, 2022**. Summit DD reserves the right to terminate this Agreement at its sole discretion by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
4. **Payment.** The total amount of this Agreement shall not exceed **ONE HUNDRED FIFTY ONE THOUSAND DOLLARS AND 00/100 (\$151,000.00)**. Contractor shall invoice Summit DD with detailed documentation supporting the amount invoiced.
5. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from any and all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without loss to Summit DD.
7. **Insurance.** Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract in an amount acceptable to Summit DD. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.

8. **Confidentiality.** Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization signed by the parent/guardian/individual served.
9. **Entire Agreement.** This Agreement constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Agreement can only be amended or modified by the prior written consent of all parties.

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

**NORTH EAST OHIO NETWORK (NEON)
COUNCIL OF GOVERNMENTS**

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature / Date

Signature / Date

Print Name

Print Name

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Summit DD serving as Administrative Agent for the County's Family & Children First Council (FCFC)	An annual agreement to perform administrative responsibilities is required	Board approve Administrative Agent Agreement between Summit County FCFC and Summit DD effective July 1, 2022 through June 30, 2023.

SUPPORTING DATA FOR RECOMMENDATION

Ohio Revised Code Section 121.37 directs each county in Ohio to establish a family and children first council, the purpose of which is to streamline & coordinate services for families and children. FCFC membership includes numerous local agencies that fund, advocate and provide services to children and families. FCFC Executive Committee members include Summit County Juvenile Court, Summit DD, Summit County ADM Board, Summit County Public Health and Summit County CSB.

Summit County FCFC and Summit DD wish to continue the current agreement for administrative agent services. The designated Administrative Agent serves as FCFC's appointing authority for council employees and is responsible to ensure expenditures are handled in accordance with rules as applicable to the council's functions, among other duties.

FCFC employs a Director and three additional staff who provide service coordination functions. Summit DD provides in-kind support to FCFC administrative functions.

Recommended for approval by the May Finance & Facilities Committee

Submitted By: Lisa Kamlowsky

Date: May 2022

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

**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, the parties have agreed that the Summit County Developmental Disabilities Board will continue serving as the Administrative Agent for Council for the period July 1, 2022 to June 30, 2023, SFY 2023; 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 Board of Developmental Disabilities and Council will begin July 1, 2022 and terminate on June 30, 2023. 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

Date

Janice Houchins, FCF Council Director

Date

Lisa Kamlowsky, Superintendent/Administrative Agent
Summit County Developmental Disabilities Board

Date

SUMMIT COUNTY DD BOARD
COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE
FOR THE FOUR MONTHS ENDED APRIL 30, 2022 AND 2021

	4/30/2022			4/30/2021		
	2022	2022	YTD %	2021	YTD \$	YTD %
	ANNUAL	YTD	BUDGET	ANNUAL	BUDGET	BUDGET
	BUDGET	ACTUAL	REMAINING	BUDGET	REMAINING	REMAINING
OPERATING REVENUE						
PROPERTY TAXES	\$ 53,893,961	\$ 24,987,321	\$ 28,906,640	\$ 53,454,163	\$ 24,403,523	\$ 29,050,640
REIMBURSEMENTS	8,703,840	3,968,529	4,735,311	6,344,000	7,479,661	(1,135,661)
GRANTS	1,805,317	597,590	1,207,727	1,683,639	298,285	1,385,354
REFUNDS	-	10,115	(10,115)	-	19,626	(19,626)
OTHER RECEIPTS	37,932	24,586	13,346	85,000	119,397	(34,397)
TOTAL REVENUE	\$ 64,441,050	\$ 29,588,141	\$ 34,852,909	\$ 61,566,802	\$ 32,320,492	\$ 29,246,310
OPERATING EXPENDITURES						
SALARIES	\$ 20,032,262	\$ 6,840,226	\$ 13,192,036	\$ 18,967,852	\$ 6,334,457	\$ 12,633,395
EMPLOYEE BENEFITS	8,067,946	2,447,976	5,619,970	7,816,538	2,286,179	5,530,359
MEDICAID COSTS	28,400,000	11,984,196	16,415,804	24,300,000	11,216,428	13,083,572
DIRECT CONTRACT SERVICES	7,302,641	1,983,892	5,318,749	9,089,940	1,977,681	7,112,259
INDIRECT CONTRACT SERVICES	1,921,331	419,611	1,501,720	1,860,242	530,113	1,330,129
SUPPLIES	432,060	126,129	305,931	445,602	110,931	334,671
TRAVEL AND TRAINING	297,300	81,399	215,901	341,460	22,360	319,100
UTILITIES	348,000	127,797	220,203	535,000	102,993	432,007
RENTALS	7,000	1,999	5,001	8,245	1,999	6,246
ADVERTISING	145,000	48,492	96,508	136,000	61,811	74,189
OTHER EXPENSES	335,420	231,801	103,619	332,635	124,750	207,885
EQUIPMENT	65,000	530	64,470	112,000	35,845	76,155
REAL PROPERTY IMPROVEMENT	100,000	257,307	(157,307)	200,000	13,398	186,602
TOTAL EXPENDITURES	\$ 67,453,960	\$ 24,551,355	\$ 42,902,605	\$ 64,145,514	\$ 22,818,945	\$ 41,326,569
NET REVENUES AND EXPENDITURES	\$ (3,012,910)	\$ 5,036,786		\$ (2,578,712)	\$ 9,501,547	
BEGINNING FUND BALANCE		ACTUAL				
PLUS: REVENUE	\$ 63,723,040	\$ 63,723,040				
LESS: EXPENDITURES	64,441,050	29,588,141				
	(67,453,960)	(24,551,355)				
ENDING FUND BALANCE	\$ 60,710,130	\$ 68,759,826				

Recommended for approval by the May Finance & Facilities Committee.

**SUMMIT COUNTY DD BOARD
NOTES TO FINANCIAL STATEMENT
FOR THE MONTH ENDED APRIL 30, 2022
(Rounded)**

**An evenly distributed monthly budget
Evenly distributed budget remaining for eight months**

8.3%
66.7%

<u>Revenue:</u>		
Property Taxes:		
First half property tax settlement including house trailer tax.	\$	24,987,300
<u>Expenditures:</u>		
Medicaid Costs:		
Payments to DODD for the following costs:		
Quarterly Medicaid waiver administrative fee,		419,600
Quarterly Medicaid waiver match.		5,577,000
Indirect Contract Services:		
Licensing, maintenance and support contract renewals for the following IT software applications:		
Kronos - Annual payment for the workforce ready timekeeping system,		25,000
Primary Solutions - Quarterly payment for Gatekeeper and ohioDD.com applications used for billing tracking and utilization of services provided to eligible individuals,		15,100
Other Expenses:		
Payment to Wichert Insurance Company for the following insurance costs:		
Cyber insurance with Cincinnati Insurance Company,		10,700
Director and officers liability insurance with Cincinnati Insurance Company,		33,600
Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.		64,800
Real Property Improvements:		82,900
Additional cost for patio and roof repairs at the Barberton and Cuyahoga Falls locations.		

Year to Date

<u>Expenditures:</u>		
Employee Benefits:		
January was a premium holiday month realizing a cost benefit for medical and dental costs.	\$	(422,900)
Other Expenses:		
Ohio Association of County Boards (OACB) 2022 annual dues.		95,500
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, April 28, 2022

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, April 28, 2022
5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, April 28, 2022 at the Summit DD administrative offices located at 89 East Howe Road, Tallmadge, Ohio 44278. The **work session** convened at 5:35 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 Kamlowsky, 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	Joe Eck, Director of Labor Relations & Risk Management
Billie Jo David, Director of Communication & Quality	Maggi Albright, Recording Secretary and others

Superintendent Kamlowsky noted that tonight is the last official Board Meeting in the administrative building at Howe Rd. and it is nostalgic to think of all the decisions that have been made in this Board room but also exciting to begin a new phase in Summit DD's newly renovated Cuyahoga Falls and Barberton facilities.

I. FAMILY AND CHILDREN FIRST COUNCIL (FCFC) SHARED POOL (SERVICE REVIEW COLLABORATIVE) CONTRACT

Family and Children First Councils (FCFC) must develop county-specific service coordination method (SCM) which serves as the guiding document for coordination of services in the county. The purpose of the SCM is to streamline and coordinate existing government services for families seeking support for children birth through age 21 and to ensure that eligible families have access to service coordination.

MINUTES – combined work session and regular meeting
Thursday, April 28, 2022

WORK SESSION *(continued)*

I. FAMILY AND CHILDREN FIRST COUNCIL (FCFC) SHARED POOL (SERVICE REVIEW COLLABORATIVE) CONTRACT *(continued)*

This program is supported by a collaboration with Summit County Children's Services Board (CSB) contributing \$171,245, Juvenile Court contributing \$131,084 and the ADM Board contributing \$145,431. The request is for Summit DD to renew its commitment with a contribution of \$110,700 for the period July 1, 2022 through June 20, 2023. This group has also received over \$1,000,000 in state money to cover the increasing placement costs for eligible youth. Funding from this pool has dramatically reduced out of state placements in Summit County. Some of the services provided through March include wrap around/service coordination - 49 referrals accepted, 8 were youth with developmental disabilities; 3 case consultations were reviewed, 1 was a youth with a developmental disability; 30 funding requests for community-based services were reviewed, 17 were youth with developmental disabilities; and there were 31 requests for out of home placement, 8 involving youth with developmental disabilities. Summit DD has two staff who serve on the committee and have access to bring Board eligible child/family requests to the committee for support and funding recommendations. Funds are available in the budget and the FCFC shared pool contract has been recommended for approval by the April Services & Supports and Finance & Facilities Committees.

II. KOINONIA SUMMER WORK EXPERIENCE CONTRACT

Summit DD will once again administer a summer work experience for individuals age 16-20 that are still enrolled in school or recently graduated. Students work an average of 20 hours per week for five weeks and are paid minimum wage (\$9.30/hour). Students will be supported in groups of 2-3 with an onsite job coach and will work at various community-based businesses. Koinonia will also provide transportation. Koinonia will provide services to 16 students facilitating two, five-week sessions. The request is to enter into a contract with Koinonia for the period June 1, 2022 through August 31, 2022 in an amount not to exceed \$57,900. Funds are available in the budget and the Koinonia contract has been recommended for approval by the April Services & Supports Committee.

III. WEAVER INDUSTRIES SUMMER WORK EXPERIENCE CONTRACT

Weaver Industries is another provider participating in summer work experience and is also offering a career exploration program to support students ages 14-15. This program is focused on exploring the work world and post-secondary education options. Students will be supported in groups of two with a job coach and will tour local businesses and post-secondary educational/vocational locations for a total of 40 hours over two weeks. Locations will be determined based on interest of the participating youth, and transportation will also be included.

MINUTES – combined work session and regular meeting
Thursday, April 28, 2022

WORK SESSION *(continued)*

III. WEAVER INDUSTRIES SUMMER WORK EXPERIENCE CONTRACT *(continued)*

This contract will serve up to 36 youth during the period of June 1, 2022 through August 31, 2022, in an amount not to exceed \$94,000. Funds are available in the budget and the Weaver Industries contract has been recommended for approval by the April Services & Supports Committee.

Superintendent Kamlowsky noted that there are other providers offering summer youth work experience, however those contracts are under \$50,000 and don't require Board approval. Overall, Summit DD has committed approximately \$250,000 to support minimum wage summer youth work opportunities in 2022. Ms. James asked about the variables in the other contracts not being presented to the Board. Mr. Williams replied the contracts are based on the number of youth that providers are able to support. There are four other providers participating and all are serving ten or less youth. Superintendent Kamlowsky added that if other youth are identified to participate in summer work activities and additional funding is needed, she would bring this topic back to the Board to request additional dollars.

IV. MARCH FINANCIAL STATEMENT

Revenue in March included two quarterly Medicaid administrative claims reimbursements totaling \$1,112,200 and state fiscal year 2020 waiver match reconciliation of \$1,228,400. Expenditures for the month included payment of incremental funding of \$150,000 for the Family Engagement Program (FEP), \$44,700 for software licensing and maintenance fees, \$26,600 to purchase notebooks as part of a planned computer refresh, and \$95,500 for OACB 2022 annual dues. March ended with deficit spending of \$10,605,046 and a fund balance of \$53,117,994. Mr. Cramer asked what types of things are reflected in the *refunds* line item. Ms. Pozna replied that it can be a variety of things such as insurance refunds, overpayments, etc. The March financial statement has been recommended for approval by the April Finance & Facilities Committee.

The work session adjourned at 5:43 p.m.

MINUTES – combined work session and regular meeting
Thursday, April 28, 2022

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:43 p.m.

I. PUBLIC COMMENT

Becky Neal identified herself as a Portage County parent of an adult son with a disability. She started an advocacy group where families, guardians, providers and the public can come together to share experiences, gain knowledge and help each other. Ms. Neal is attending county board meetings to advocate support for making Appendix K permanent. She talked about the support Appendix K has provided to families and the need for it to be retained. She spoke about monthly funding caps and the desire for caps to be reviewed on a case-by-case basis. Mr. Dohnal told Ms. Neal that he is also a parent and he thanked her for taking the time to attend the meeting to talk about this important issue. Mr. Cramer added that he is also the parent of a 21-year-old son with special needs and that he and his wife both work full time and navigating care can be challenging. He applauded Ms. Neal for taking the time to attend the meeting and share her story.

Leslie Frank, a parent and former Summit DD staff, commented on the thorough and informative OhioRise presentation. She noted her appreciation of Ms. Neal sharing her experiences and said that when she worked at Summit DD, she was very appreciative that the Board offered FMLA, as she has two children with disabilities, and it allowed her to take care of her family while still maintaining employment. Ms. Frank stated she is excited about the opening of the newly renovated Barberton and Cuyahoga Falls facilities. She commended the Board on the recent signing of the WEA contract. Ms. Frank mentioned she has noticed there are more commercials and ads featuring individuals with disabilities which raises awareness. She thanked the Board for their service and continued good work.

II. APPROVAL OF MINUTES

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

R E S O L U T I O N

No. 22-04-01

Mrs. James moved that the Board approve the minutes of the March 24, 2022 combined work session and regular meeting. The motion, seconded by Mr. Cramer, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, April 28, 2022

BOARD MEETING *(continued)*

III. BOARD ACTION ITEM

A. MARCH FINANCIAL STATEMENTS

R E S O L U T I O N

No. 22-04-02

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

IV. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky reported that as a result of the DODD onsite accreditation review Summit DD received a three-year accreditation, which is the highest that can be awarded.

DODD Director Kim Hauck visited northeast Ohio earlier this month and met with Superintendent Kamlowsky and several Executive Leadership Team members to talk about state priorities. The Director toured the newly renovated Cuyahoga Falls facility and talked with staff about Summit County initiatives; she seemed interested in Summit DD's contract with Merakey and staff had good conversation with the Director.

Consensus has been reached among the various stakeholder groups in support of the 6.5% DSP retention payment proposal discussed last month, and a final plan has been submitted to DODD/ODM for approval. The proposal is for county boards to contribute an additional 6.5% in waiver match to be used for the purpose of increasing DSP wages by approximately \$1/hour. The proposal is being sought as an amendment to Appendix K which will allow providers to opt in to receive the additional reimbursement. The proposal is estimated to cost Summit DD an additional \$3.2M each year in waiver match. If Appendix K is approved by the Department of Medicaid, collectively county boards will spend \$51.4M in local funds to draw down an additional \$91.5M in federal funds, resulting in approximately \$143M to be distributed to DSP's each year. OACB has played a crucial role educating stakeholders about the importance of this issue and getting buy in around the state.

It was announced that Bridget Gargan, Executive Director of OACB, has retired; OACB is currently searching for her replacement.

The Summit DD Annual Appreciation Breakfast was held on March 29th at Quaker Station. There were approximately 250 people in attendance including the County Executive. Providers and community members were recognized for their contributions. Superintendent Kamlowsky thanked Board Members who were able to attend and staff for organizing the event.

MINUTES – combined work session and regular meeting
Thursday, April 28, 2022

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

Superintendent Kamlowsky announced that the Bath center sale has been completed with proceeds of approximately \$875,000 received, which should appear on next month's financial statements. Mr. Dodson asked if the proceeds from this sale will be put into the permanent improvement fund. Ms. Pozna replied yes that proceeds were deposited directly into that fund.

There will be a ribbon cutting ceremony for the newly renovated Cuyahoga Falls facility on Friday, May 13th at 1:00. Executive Shapiro and Mayor Walters will participate. A community open house will follow from 3:00-5:00. Staff will be setting up information tables to highlight services and supports available through Summit DD.

V. PRESIDENT'S COMMENTS

Mr. Dohnal noted that tonight is the last Board Meeting and the last time this group will be together in this building. He reflected on the many decisions and successes that have taken place over the years and how they have impacted the lives of the individuals and families supported by the Board. It's time now to move on and the newly renovated facilities mark a new era. Mr. Dohnal read an article from 1977 by former Cleveland Plain Dealer Columnist, Dick Feagler, that talked about an individual with a disability who led the annual St. Patrick's Day Parade. He reflected on how far we have come over the years in improving the quality of life for individuals with disabilities because of the inherent kindness of people and the dedication of staff. It's time to turn the page and look to the future. He thanked the Superintendent and staff for their hard work and effort and for creating new opportunities for those we support.

There being no further business, the Board Meeting adjourned at 6:15 p.m.

Jason Dodson, Secretary