

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, October 27, 2022
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. SUCCESS 4 KIDZ 2023 CONTRACT
- II. UNITED LABOR AGENCY CONTRACT
- III. SUMMIT COUNTY SHERIFF CONTRACT
- IV. ADULT GUARDIANSHIP SERVICES CONTRACT
- V. NORTH EAST OHIO NETWORK 2023 CONTRACT
- VI. BINARY DEFENSE CONTRACT RENEWAL

ACTION ITEMS FOR BOARD CONSIDERATION

- VII. SUCCESS 4 KIDZ 2022 CONTRACT AMENDMENT
- VIII. SEPTEMBER FINANCIAL STATEMENTS

BOARD MEETING

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
 - A. SEPTEMBER 22, 2022 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. SUCCESS 4 KIDZ 2022 CONTRACT AMENDMENT
 - B. SEPTEMBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
 - A. BOARD MEMBER REAPPOINTMENT
 - B. OACB ANNUAL CONFERENCE
 - 1. DELEGATE ASSEMBLY
 - C. STATE BUDGET UPDATES
 - D. OTHER MISC. UPDATES
- VIII. PRESIDENT’S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention program.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve a one-year contract with Success4Kidz Therapy for the period 1/1/23 to 12/31/23, for a total contract amount not to exceed \$496,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention/ Inclusion

of Individuals Currently Served by S4K: 215 children currently on caseload, 2018 visits provided in-person home/community park/telehealth/evaluation

Amount of Increase: \$0

Success 4 Kidz (S4K) has been providing consultative therapy services for the Board since 2007. Summit DD follows the evidence-based early intervention model recommended by the Ohio Department of Developmental Disabilities. This model provides consultative, in-home services to families through a coaching approach. S4K agrees to follow this approach and support Summit DD's Early Intervention program in this manner by:

- Participating in evaluations to determine eligibility for Early Intervention service.
- Meeting weekly as a team with HMG Service Coordinators and Developmental Specialists to ensure that families are supported by one primary service provider who is backed by a team of support professionals.
- Adding OT and PT staff to the team of professionals who can serve as Primary Service Provider. This allows the team to select from not only the Developmental Specialist and Speech Therapist but also the OT and PT. Allowing for the best fit for each family.
- Providing consultative services to the Inclusion Department for child in childcare centers.

In the past 8 months, S4K has completed 2,018 home/telehealth visits and evaluations (this is an increase of 108 visits from 2021 at this time for 8 months) acting both as the primary service provider and secondary service provider. This is an average of 253 visits per month/4 weeks, which is an increase of 14-15+ visits a month from last year. This increase is consistent with the increase in children eligible for early intervention services. Success4Kidz serves as the primary service provider on average between 95-105 families monthly (was 85-95 last year) and as secondary service provider varies around 65-85 families. They also served 19 children 3-5 years old (was 6 from 2021), as well as collaborate with the Inclusion program to help promote inclusion in childcare centers as well as consult with RSS/SSA on children as needed.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service which is the standard Medicaid rate. Funds are in the budget.

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

Submitted By: Holly Brugh

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

Date: October 2022



**SERVICE CONTRACT
BETWEEN SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
SUCCESS 4 KIDZ THERAPY, 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 at 2355 Second Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and Success 4 Kidz Therapy, LLC with its principal office located at 1089 Scenicrest St. NW, Uniontown, Ohio 44685, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Contractor for Occupational and Physical Therapy services provided in accordance with an evidence-based early intervention model.

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation reviews and/or site visits. In the event of an adverse finding, 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 and in accordance with the standards established by Summit DD.
- B. Summit DD shall review and evaluate the services delivered by Contractor on a continuing basis to ensure that such services are delivered in accordance with Part C federal regulations, Ohio Department of Developmental Disabilities policies and the individual's Individualized Family Service Plan (IFSP). The results of said review and evaluation will be shared by Summit DD with the Contractor.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. The Contractor agrees to provide occupational therapy (OT) and physical therapy (PT) services and supports to the Early Intervention program in the following manner:

1. Contractor has a thorough understanding of Federal Part C regulations and Ohio's Early Intervention system including its mission, vision and standards as outlined in Ohio Administrative Code Chapter 5123-10 and will maintain and provide documentation as required.
2. Contractor will participate in:
 - a. The evaluation of children, if necessary, to determine eligibility with Informed Clinical Opinion and gather needed information to establish outcomes that are most important to families;
 - b. The assessment of children to determine need for program planning;
 - c. Weekly team meetings that include the development of strategies that are functional to the family's priorities, needs and interests, and focus on the child's participation in normal daily activities;
 - d. Enhancing other professionals' abilities to incorporate OT and/or PT strategies into families' daily routines; and
 - e. Acting as the Primary Service Provider (PSP) and/or Secondary Service Provider (SSP).
3. Contractor will maintain competency in the use of the following assessment tools, including but not limited to: Battelle Developmental Inventory-II (BDI-2); Hawaii Early Learning Profile (HELP); Assessment, Evaluation & Programming System (AEPS)
4. Occupational Therapy Assistants and Physical Therapy Assistants will be monitored by licensed therapists through at least quarterly documentation review and home visit observations and in accordance with Ohio Law.
- C. Contractor agrees to offer consultative support upon request by Summit DD to projects that promote inclusion.
- D. Contractor shall utilize Summit DD systems including but not limited to JobRouter for workflow, DocuWare for electronic files, and Gatekeeper for documentation of all case notes.
- E. Contractor shall make available to 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 and the standards established by Summit DD.
- F. 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.
- G. 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 age, race, color, disability, religion, sex, sexual orientation, 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.

- H. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by 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.
- I. 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.
- J. 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 Contractor shall provide the Summit DD with a copy of the Contractor's liability insurance policy upon request of Summit DD. 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.
- K. 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.
- L. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- M. 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.
- N. Contractor shall name the Summit DD as a source of funding in any audit, literature, brochure or presentation as the same relates to Part C Early Intervention and/or Help Me Grow activities.

- O. 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. 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. Upon request by Summit DD, the Contractor 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 Contractor is a non-federal entity that expends seven-hundred and fifty thousand dollars (\$750,000) or more per year in Federal awards, a single or program-specific audit shall be conducted in accordance with the provisions included in OBM Uniform Guidance, Subpart F. 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 FOUR HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$496,500.00) and is limited to the Summit DD’S 2023 appropriation.
- B. Summit DD will pay Contractor at its usual and customary rate or the equivalent Medicaid rate, whichever is lower, for services based upon actual services rendered as a team member and for which there is appropriate documentation as set forth in this Contract. Payments will be made monthly upon Summit DD’s receipt of a detailed invoice from Contractor which will include identification of costs of salary/benefits, expenses, and itemized breakdown of staff time spent on activities required to carry out Contractor’s responsibilities under this Contract.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2023 through December 31, 2023.
- 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 Chapter's 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: County of Summit
Developmental Disabilities Board
ATTENTION: Superintendent
2355 Second Street
Cuyahoga Falls, OH 44221

TO: Denise Ramos, President
Success 4 Kidz
1089 Scenicrest St. NW
Uniontown, OH 44685

- 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.

SUCCESS 4 KIDZ THERAPY, LLC

**COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES BOARD**

Denise Ramos, President
Signature / Date

Lisa Kamlowksy, Superintendent
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
Workforce Development support	Agencies that provide support to eligible individuals are being impacted by a workforce shortage.	Summit DD Board approve a contract with United Labor Agency in the amount of \$200,981.00 to support workforce development activities.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Services to people served.

Summit DD has been collaborating with agency providers to support recruitment efforts for the past year. This has included providing community-based education regarding the direct support professional (DSP) job and the current workforce shortage that exists. As part of Summit DD's educational campaign relationships have been developed with local colleges, technical schools, and community-based nonprofits to engage with those who may be interested in pursuing a position as a DSP. As a result of these efforts, Summit DD has been contacted by community members who are interested in learning more about the DSP position. In some of those cases, the community member has requested to be connected to a local DODD agency who has job openings. Summit DD has worked with the candidate to help them identify agencies that might be a good fit. In several cases, this has resulted in the agency they contacted offering them a position.

To expand these efforts Summit DD would like to partner with United Labor Agency (ULA), a local workforce development organization. Through this partnership, ULA would dedicate two full time recruiters to conducting various activities focused on identifying potential candidates for the DSP position. Once candidates are identified they will conduct pre-screening to ensure eligibility with DSP certification requirements. Those who are eligible and want to pursue a position ULA, based on the applicants' preferences, would assist in helping them connect to local DODD agencies. Provider Agencies would determine if an interview would be offered. United Labor Agency has significant recruitment and workforce development experience and currently are the Ohio Means Jobs Center Operator for the counties of Summit, Cuyahoga, and Lake. Summit DD has worked with ULA staff through our partnership with the Summit County Ohio Means Jobs Center.

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

Submitted By: Drew Williams

Date: 10/1/2022

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



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
UNITED LABOR AGENCY**

This Contract, entered into by and between 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 at 2355 Second Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and **United Labor Agency**, with its principal office located at **737 Bolivar Road, Suite 300, Cleveland, Ohio 44115**, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract initiating a Pilot Program whereby Summit DD will provide reimbursement to **United Labor Agency for recruitment and workforce development services**.

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: monthly reports, documentation reviews, and/or site visits. In the event of an adverse finding, Summit DD will share the results of said finding with 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 Summit DD.
- B. Sponsor the promotion and advertisement of employment opportunities for Direct Support Professionals (DSP) through various means including job posting platforms, Summit DD social media outlets, community events and other appropriate promotional methods. Summit DD will sponsor the associated costs and any necessary equipment for these promotional efforts. In addition, Summit DD will leverage relationships with community partners to gain access to potential DSP applicants.
- C. Support recruiter personnel to understand the personnel needs of the participating DD service provider agencies for whom Summit DD is assisting with recruiting efforts. Summit DD will ensure that agency profiles for these participating agencies are current to assist Recruiters when matching applicants with appropriate agencies. In addition, Summit DD will support the maintenance of positive relationships and effective workflow with participating agency service providers.

- D. Sponsor the cost of associated background checks for DSP applicants as well as maintain relationships with vendors that provide background check services.
- E. Provide training to Recruiters to understand the processes and customer service standards by which Summit DD processes potential applicants and connects applicants with participating agency service providers. Provide direction and supervision for recruiter personnel to assist with scheduling and prioritization of recruiter activities.
- F. Provide access to data management systems that will track applicant progress and serve as a workflow management system. In addition, provide access to workspace at Summit DD Facilities, IT/communication equipment and business cards.
- G. Provide input in the vetting / selection process for the staff that will serve as Recruiters.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required hereunder.
- B. Contractor shall provide for a two (2) Full-time Employee (FTE) Recruiter staff. Full time Recruiter staff will work 40 hours per week and will have opportunity to utilize Paid Time Off (PTO) commensurate with their position. Recruiters will work a flexible schedule based on operational needs.
- C. Recruiters will directly engage and recruit qualified applicants to serve as Direct Support Professionals with participating agency service providers. Recruiters will respond to the direction provided by Summit DD to prioritize and schedule recruitment activities. Recruiters will adhere to customer service standards as established by Summit DD to maximize the effectiveness of recruiting opportunities and maintain positive working relationships with stakeholders.
- D. Recruitment activities will include but are not limited to:
 - 1. Monitoring job posting sites and Summit DD contact points for applicant activity
 - 2. Responding to and supporting applicants through the application process
 - 3. Presentations at appropriate community locations
 - 4. Representation at job fairs and community events
 - 5. Assisting DSP applicants to schedule and complete BCI background checks
 - 6. Connecting DSP applicants with the identified Service Provider based on applicant matching procedures
 - 7. Utilization of workforce development networks to identify sources of potential DSP applicants
 - 8. Entry of recruiting data into data management system per requirements established by Summit DD as well as provide weekly DSP applicant status report and quarterly DSP hire reports
- E. Contractor shall provide a level of recruiting services with no less than two (2) FTE Recruiters that results in the hiring of a minimum of sixty (60) Direct Support Professionals within the first seven

(7) months of the contract period. The parties shall meet and review the progress of this Pilot Program after this seven (7) month period. Summit DD, after this meeting, reserves the right to suspend the contract and terminate the Program if the above hiring goals and overall purpose of this Pilot Program has not been significantly achieved.

- F. Contractor shall make available to 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 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 Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- I. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by 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 Summit DD's Major Unusual Incident (MUI) Unit and shall provide other additional reports to 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 Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to 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 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 Contractor in performance of its duties under this contract. Summit DD shall be included as an additional insured on Contractor's liability insurance coverage. Contractor shall provide Summit DD with a copy of 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 Summit DD upon demand.
- M. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- N. 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 the loss to Summit DD.
- O. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- P. Employees of 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 Contractor.
- B. 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. Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. Summit DD, or its authorized representative, shall have access to the books and records of Contractor at any time during the normal business hours of Contractor.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **TWO HUNDRED THOUSAND NINE HUNDRED EIGHTY-ONE DOLLARS AND 00/100 (\$200,981.00)** and is limited to Summit DD'S 2022/2023 appropriation.

- B. Contractor shall invoice Summit DD with detailed documentation supporting the amount invoiced on a monthly basis.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from **December 1, 2022 through December 31, 2023**.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing 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

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 Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of 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

Contractor shall establish a procedure for affording individuals served due process as appropriate. Contractor shall utilize this procedure in the event of a disagreement between Contractor and the individual related to 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 Chapter's 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 Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of 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
2355 Second Street
Cuyahoga Falls, Ohio 44221

TO: United Labor Agency
David Megenhardt, Executive Director
737 Bolivar Road, Suite 300
Cleveland, Ohio 44115

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.

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

UNITED LABOR AGENCY

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Signature

Print Name

Print Name

Date

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 this Contract, the following procedure shall be implemented, at the written request of either party:

STEP I

The Superintendent of Summit DD or Chief Executive Officer of the Contractor 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
Policing services for Summit DD	Safety and security of individuals and staff at Summit DD and criminal investigations on behalf of individuals served by Summit DD.	Renew a contract with Summit County Sheriff's office for a 12-month term to provide policing services at a cost not to exceed \$128,342.75 from January 1, 2023 through December 31, 2023.

SUPPORTING DATA FOR RECOMMENDATION

- The \$128,342.75 contract with the Summit County Sheriff's office provides an assigned deputy and vehicle to be responsible for security at Cuyahoga Falls and Barberton Locations.
- The Deputy will also investigate criminal cases, including conducting relevant interviews, searching for community suspects, gathering evidence, obtaining warrants, grand jury/courtroom testimonials, and any other duties based on case-specific demands. The deputy will review all Category A MUI's for potential criminal involvement.
- The Deputy will also coordinate with the Summit County Prosecutor's Office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with developmental disabilities. Including coordinating with the SSA department to educate local law enforcement where individuals with intensive needs live of resources available.
- Other duties include performing well checks, coordinating with the jail on individual needs when an eligible individual becomes incarcerated, and assisting with Crisis Intervention Training.
- In 2021 there were 330 cases reviewed, 42 cases opened, and 12 arrests.

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

Submitted By: Billie David

Date: 10/29/21

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

POLICING CONTRACT

THIS POLICING CONTRACT (hereinafter "Contract") is made and entered into as of the date signed by the County Executive by and amongst the **Summit County Developmental Disabilities Board** (hereinafter "SUMMIT DD") with its office located at 2355 Second St., Cuyahoga Falls, Ohio 44221, the County of Summit, Ohio, by the County Executive (hereafter "County"), with its offices located at 175 South Main Street, Akron, Ohio 44308 as duly authorized by County Council Resolution No. _____, enacted on _____, 2022 and the Sheriff of Summit County, Ohio (hereafter "Sheriff") with office located at 53 University Avenue, Akron, Ohio 44308.

WITNESSETH:

WHEREAS, SUMMIT DD desires to obtain policing services, as further described herein, by and through the Sheriff and County; and

WHEREAS, the Sheriff and County shall provide such policing services to SUMMIT DD in accordance with the terms as set forth in this Contract.

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

1. Services. The Sheriff's Office will be the Primary Law Enforcement Agency in Summit County to receive 24/7 notifications of potential criminal acts involving persons with disabilities and shall provide SUMMIT DD with a Deputy Sheriff (hereinafter "Deputy") to provide policing services (hereinafter "Services") as follows:

- (a) One Deputy will be provided during the Contract term.
- (b) The Deputy will be scheduled by the Sheriff to provide SUMMIT DD with Services for **Forty Hours per week**.
- (c) The Deputy's time shall be entirely devoted to MUI investigations and other duties as outline in Schedule B. The Deputy will not perform any job duties which are outside the scope of their employment as a Deputy.
- (d) The Deputy shall be in addition to the personnel regularly employed by the Sheriff to preserve the public peace throughout the County.
- (e) The Deputy will be granted the right to exercise all of the same police powers and all other law enforcement rights granted to SUMMIT DD.

2. Equipment. The Sheriff will provide the Deputy with **1 vehicle(s)**, equipment and supplies, including any and all maintenance as necessary, to perform the Services provided hereunder. The Deputy shall wear a body camera at all times that they are on duty in SUMMIT DD, in accordance with policies and procedures adopted by the Sheriff for the use of the cameras and the storage and retrieval of camera data. The camera cost included in this contract is the cost of the maintenance and subscription for each of the cameras assigned to SUMMIT DD. Upon implementation of the body camera program within SUMMIT DD, if the Sheriff determines that an additional staff member is necessary for records management, SUMMIT DD agrees that the scope of services shall be amended to include the cost of increased staffing. This cost will be reviewed by the parties and agreed upon prior to implementation of the additional staffing.

3. Term.

(a) The term of this Contract is for **1 year** commencing on **January 1, 2023** and will terminate at midnight on **December 31, 2023** ("Termination Date") unless earlier terminated as set forth in Paragraph 9 herein.

(b) The Contract cannot be terminated by either party without cause. If either party wants to terminate the contract without cause, then written notice must be sent by U.S. Certified Mail, Return Receipt Requested to the other party no later than 90 days prior to the expiration of the term.

(c) If a new Contract has not been executed as of the **Termination Date**, then upon the written consent of all parties the Contract may continue after the Termination Date on the same terms and conditions, except the term shall be on a month-to-month basis until either party terminates the Contract upon thirty (30) days written notice or the parties execute a new Contract. The release provided hereunder shall survive the termination of this Contract.

4. Payment.

(a) During the Term of this Agreement, the costs for salaries, equipment (including cameras) and vehicle costs are estimated as follows:

See Schedule A attached hereto and incorporated herein by reference.

Total Amount of Contract ("Amount"): *\$ 128,342.75

*As may be adjusted as provided herein.

(b) The Amount includes the aggregate annual salaries of all the Deputies providing Services and the vehicle, camera and other equipment costs. The Amount is then divided into equal monthly installments and must be paid without any right of setoff. The monthly amount (hereafter "Payment") is set forth in Schedule A. If at any time during the term of this Contract the deputies receive a pay increase as a result of changes to the terms of the collective bargaining agreement (including but not limited to salary increases, insurance increases and other adjustments) then the amount set forth above may also be adjusted upon 30 days notice to SUMMIT DD. In addition to the Payment, a surcharge may be charged, upon 30 days notice from the County, in the event fuel, insurance or other operating costs increases at any time during any term of this Contract ("Surcharge"). If the operating costs (such as the cost of fuel) decreases and remains at the lower cost for at least 30 days, then the Surcharge will be adjusted to reflect the decrease in such operating costs. The Surcharges shall be charged to SUMMIT DD on December 31st of each year (when such actual amounts are known) and shall be payable within sixty (60) days after receiving the invoice.

(c) The Payment will cover and pay the expenses of the Deputy's salary (which is the regular salary and no over-time pay), equipment costs including maintenance and storage related to body cameras, hospitalization, employer's share of the pension contribution and Workers' Compensation for the Deputies assigned to SUMMIT DD under this Contract. The Payment also covers the costs for training, firearms qualification, equipment and supplies which will include the use of the vehicle(s) as set forth in paragraph 2 for use under this Contract.

(d) The Payment does not include: over-time pay (no additional hours beyond regular working hours), additional costs for court appearances or the assignment of any additional Deputies or the cost of responding to any claim related to body camera video including but not limited to response to public records requests or deposition testimony related thereto (collectively "Additional Costs"). Any Additional Costs shall be paid by SUMMIT DD to the County within 30 days of being invoiced by the Sheriff for such costs.

(f) Payment shall be sent to: Policing Rotary Fund
 c/o Summit County Sheriff's Office
 53 University Avenue
 Akron, Ohio 44308

5. Additional Deputies. Upon mutual written consent of all the parties, the number of Deputies provided under this Contract may be increased. SUMMIT DD shall provide the County and Sheriff with at least sixty (60) days prior notice of such request. SUMMIT DD acknowledges and agrees that payments due hereunder will increase if additional Deputies are provided.
6. Emergency Assignments. Nothing in this Contract shall preclude the Sheriff from temporarily increasing or decreasing the Deputies assigned to the policing of SUMMIT DD if an emergency presents the need for such temporary assignment. Personnel related matters such as vacation or illness shall not constitute an emergency for the purposes of this Contract and shall not affect the Sheriff's obligation to provide the level of Services to SUMMIT DD as provided pursuant to this Contract unless public safety is at risk.
7. Duties and Qualifications. The Deputies assigned to SUMMIT DD pursuant to this Agreement shall have the same powers and duties, the same qualifications, shall be appointed, paid and receive the same benefits and provisions and shall be governed by the same laws as all other County Deputy Sheriffs.
8. Release. The County will not be liable and is released from any claims, causes of action (including but not limited to negligence), or expenses of any kind or nature which are asserted against SUMMIT DD. SUMMIT DD acknowledges and understands that the County's insurance carrier only provides insurance coverage for the County and Deputies acting within the scope of their employment. SUMMIT DD is not provided insurance coverage under the County's insurance policy and SUMMIT DD must provide for its own insurance policy or self-insurance coverage. SUMMIT DD does not waive and shall retain all rights to legal representation by the County's Prosecutor's Office in accordance with all laws including but not limited to Ohio Revised Code § 309.09.
9. Default. If SUMMIT DD fails to make any payments due hereunder or fails to abide by the terms of this Contract, then SUMMIT DD shall be in default. The County or Sheriff shall provide notice of such default to SUMMIT DD at the address set forth above, and if SUMMIT DD fails to cure such default within thirty (30) days, then the County may immediately terminate this Contract and all amounts owed as of the date of termination shall remain an obligation of SUMMIT DD.
10. Entire Agreement. This Contract constitutes the entire agreement amongst the parties and supersedes any prior understanding or agreement related thereto. This Contract can only be amended or modified by the prior written consent of all parties.

IN WITNESS WHEREOF, the parties have executed this Contract as of the signed by the County Executive.

SUMMIT DD

Approved as to correctness and Form:

By: _____
Name: _____
Title: _____

By: _____
Printed Name _____
Law Director _____

SHERIFF OF SUMMIT COUNTY, OHIO

By: _____
Kandy Fatheree, Sheriff

COUNTY OF SUMMIT, OHIO

By: _____
Ilene Shapiro, Executive Date

APPROVED AS TO CORRECTNESS AND FORM:

By: _____
Deborah S. Matz, Director
Department of Law, Insurance and Risk Management

SUMMIT DD:**Schedule A**

1667.6 Hours Full Time Deputies
0 Hours Direct Indictment PT Deputy
0 Pro-rated Sergeant
1/3 Deputy Vehicles
0 Sergeant Vehicle
1 Radios
1 Body Cameras and accessories
waived Dispatch

Year 2023

Salaries/Coverage Hrs.	=	Deputies (no extra coverage)	=	Annual
\$ 71.53	x	1667.6	=	\$ 119,283.43
<u>Vehicle</u>		Tot. Veh. (1 shift)		
\$ 26,458.00	x	0.333333	=	\$ 8,819.32
<u>Radios</u>		Tot. Radios		
\$ 240.00	x	1	=	\$ 240.00
<u>Dispatch</u>		waived	=	\$ -
			TOTAL	\$ 128,342.75
		Monthly	Total	\$ 10,695.23

*As may be adjusted as provided herein.

Schedule B

- 1) Receive law enforcement notifications from providers and make timely criminal determinations.**
- 2) Perform lead investigation duties for all MUIs that fit the criminal definition including but not limited to: interviewing suspects/victims/witnesses, searching for community suspects, gathering evidence, obtaining warrants, grand Jury testifying, providing courtroom testimony, administering lie detection protocols other duties based on case specific demands. All investigation duties will meet the requirements as outlined in Ohio Administrative Code Section 5123-17-02.**
- 3) Communicate with the Summit County Prosecutor's office and also local law enforcement jurisdictions, when necessary or requested by Summit DD.**
- 4) Present investigation file to prosecutor assigned to case.**
- 5) Track arrests and prosecutions in crimes against persons with developmental disabilities for reporting purposes.**
- 6) Complete investigatory reports per Sheriff's department protocol, share information in written form to Investigative Agent for inclusion in MUI written report. Consult with Investigative Agents as needed.**
- 7) Accompany Summit DD staff, when necessary, into unsafe situations where risk of harm is present.**
- 8) Perform well checks and emergency removals if imminent harm is present per Sheriff's department protocol.**
- 9) Assist Summit DD with the DD section of CIT training and other relevant Training as applicable.**
- 10) Assist in educating Summit County and/or local prosecutors on the abilities of persons-served to testify in criminal proceedings.**
- 11) Attend trainings specific to individuals with developmental disabilities presented by the Ohio Department of Developmental Disabilities and other entities.**
- 12) The Deputy/Detective assigned to Summit DD will either be CIT certified or obtain CIT certification within the first year of working at Summit DD**
- 13) Use Summit DD technology and software to communicate between departments and enter documentation into the Summit DD document management system**
- 14) Act as a liaison with the Summit County Jail to ensure that those that are served by Summit DD and incarcerated there are having their medical and disability needs considered**
- 15) Act as a consultant to Summit DD afterhours staff for possible criminal situations as needed**
- 16) Provide building security services if needed at the Summit DD office locations**
- 17) The Sheriff Department will provide the name and contact information of the immediate supervisor to the detective/deputy to Summit DD to help facilitate regular communication and a dispute resolution process between The Sheriff's Department and Summit DD**

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Contract with Adult Guardianship Services of Summit County, Inc.	Agreement between Summit DD and Adult Guardianship Services (AGS) to acquire guardianship services for eligible individuals.	Approve Summit DD to enter into a contract for an amount not to exceed \$80,500 for the period January 1, 2023 through December 31, 2023.

SUPPORTING DATA FOR RECOMMENDATION

of Individuals Currently Served- 336 wards- (70 have diagnosed disability)

Service Area: SSA

Amount of Increase/Decrease: \$30,500

10 years ago, Probate Judge Elenore Stormer started a volunteer guardianship program as part of the court to help support the increased need for guardians in Summit County. Under her leadership this program grew and developed so much that in August of 2021, it separated itself from the court, becoming a 502c3 and is now called Adult Guardianship Services of Summit County, Inc. Guardians assist people known as wards, who are unable to manage their own affairs due to mental and/or physical impairments or a developmental disability. Individuals who require a guardian but do not have family or friends to serve in that role are referred to Probate Court who will appoint a guardian for them.

Currently AGS is providing guardianship to 336 wards, 70 of whom have a diagnosed developmental disability. There are six guardians who are paid via a contract that each support 20-40 wards who have higher needs while another 130 guardians volunteer their time to support 1-2 wards each. Individuals who need guardianship are often referred to probate court from several community agencies including Summit DD, Aging, and Mental Health.

Summit DD began contributing to the Volunteer Guardianship program in 2016, providing between \$25,000 and \$50,000 annually. Summit DD continued its contribution as the program transitioned into Adult Guardianship Services and has now been asked to increase the contribution to \$80,500. An increase in funding would allow the program to contract with additional guardians who could receive more intensive training around the DD system and how to better support the needs of individuals eligible for Summit DD services. This could serve as a critical step toward educating guardians on how to balance some of the decisions around allowing individuals to live as independently as possible while also ensuring their health and safety. In total Summit DD supports about 200 people who need a guardian appointed by Probate Court.

This agreement will allow funds to be used, almost exclusively to cover staff costs associated with monitoring cases and recruiting additional guardians. The total program budget is \$420,820 or around \$1200 per ward. Funds from this contract will be pooled with funds from a Community Block Grant (\$50,000), Department of Jobs and Family Services (\$80,500), and the ADM Board (\$209,820).

SSAs report high satisfaction with this program as Guardians are required to meet with their wards on a monthly basis allowing them to get to know each person and to be an active member of their team.

Funds are available in the 2023 budget.

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

Submitted By: Lisa Kamlowsky

Date: October 2022

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



**SERVICE CONTRACT BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
ADULT GUARDIANSHIP SERVICES OF SUMMIT COUNTY, INC.**

This Contract, entered into by and between 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 at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and Adult Guardianship Services of Summit County, Inc., with its principal office located at 1867 W. Market St. Akron, OH 44313, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Contractor to support the Adult Guardianship program which, through Probate Court, assigns guardians to Summit DD and other eligible individuals.

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

I. SUMMIT DD OBLIGATIONS

- A. When a Guardian from Contractor is assigned by the Probate Court, Summit DD shall monitor the quality of services delivered under this Contract in the following manner: observations during team meetings and/or regular communication with Contractor. Summit DD will make recommendations and share concerns regarding people being served by DD for whom Contractor's guardian has been assigned by Probate Court, and will collaborate with Contractor and their guardians on improving the quality of services in accordance with that level of service which is recognized as acceptable professional practice and in accordance with the standards established by Summit DD.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. Contractor shall make available to Summit DD or its designated representative for review all records and data pertaining to payments, claims and services rendered to DD eligible individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services to DD eligible in accordance with that level of service which is recognized as acceptable professional practice.
- C. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit.

- D. 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 serving DD eligible individuals in accordance with Ohio Revised Code § 5123.081. 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 comply with all local, state, and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate based on age, race, color, disability, religion, sex, sexual orientation, military service, or national origin.
- E. When serving as a Guardian for a DD eligible individual Contractor agrees to share all such programmatic and financial information as may reasonably be required by Summit DD:
 - 1. To permit monitoring and evaluation of the faithful performance of services being rendered to DD eligible individuals under this Contract; and
 - 2. To allow effective program planning, service coordination and resource development.
- F. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to Summit DD's Major Unusual Incident (MUI) Unit and shall provide other additional reports to 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 Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- G. Contractor shall provide and maintain, in full force and effect, general liability insurance covering 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 Contractor in performance of its duties under this contract.
- H. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- I. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- J. Employees of Contractor are not "public employees" of Summit DD 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 Contractor.

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

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed **EIGHTY THOUSAND FIVE HUNDRED DOLLARS AND no/100** (\$80,500.00) and is limited to Summit DD'S 2023 appropriation.
- B. Contractor will invoice Summit DD as a one-time payment or quarterly for services under this Contract.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2023 through December 31, 2023.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.

VI. CONFIDENTIALITY

Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law.

VII. MISCELLANEOUS

A. STANDARDS

All services provided to DD eligible individuals under this Contract shall be in accordance with applicable local, state, and federal rules and laws including but not limited to the requirements of Chapter's 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 Summit DD and the rules established by the Summit County Probate Court.

B. ASSIGNMENT

Contractor may not assign this Contract without the written consent of 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
ATTENTION: Superintendent
2355 2nd Street
Cuyahoga Falls, Ohio 44221

TO: Susan E. Milne MSW MBA, Executive Director
Adult Guardianship Program
1867 W. Market St.
Akron, Ohio 44313

- E. If 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.

SIGNATURES

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

**ADULT GARDIANSHIP SERVICES
OF SUMMIT COUNTY, INC.**

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Signature

Print Name

Print Name

Date

Date

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

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Administration of Family Engagement Program by North East Ohio Network (NEON) Council of Governments (COG). Also includes Annual dues for NEON services.	<ul style="list-style-type: none"> Flow Through for the Family Engagement Program Fiscal administration of the Family Engagement Program Annual Dues 	<ul style="list-style-type: none"> Approve contract with NEON for the fiscal administration of the Family Engagement Program and annual dues in an amount not to exceed \$657,500 for the period of January 1, 2023 through December 31, 2023.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: 641

Amount of Increase: \$7500

NEON is a council of governments (COG) established under the authority of Chapter 167 of the Ohio Revised Code. The primary purpose of NEON is to coordinate the power and duties of the member boards to better benefit and serve individuals with developmental disabilities in each of the NEON counties.

Summit DD contracts with NEON to act as a flow through for reimbursement of funds to individuals and families using the Family Engagement Program (FEP). These funds allow individuals ages 0-22, without Medicaid waivers, the ability to access up to \$1,800 of funding which they can use to participate in activities that enhance their lives. These activities include: summer camps, community programs, school activities, therapy, specialized equipment and technology supports. Below is a summary of some of the most used categories.

	2021	2022	Increase/Decrease
Community Based Camp	70	79	9
Specialized Camp	92	114	22
Community Clubs/Classes	167	258	91
Respite	91	98	7
Adaptive Equipment	50	49	-1
Covid Child Care	17	0	-17
Misc. Equipment & Supplies	69	64	-5

Families pay for the goods/services up front and are reimbursed for their documented expenses. This contract allows NEON to deposit funds directly into a parent's or guardian's account for the reimbursement.

The total amount allocated to NEON for Family Engagement Program funds is \$615,000 plus an additional \$33,000 to administer the program. Administration costs have gone up \$6000 due to an increase in invoices processed. It is anticipated NEON will process an additional 400 invoices this year.

This contract also includes Summit DD's Annual Dues of \$8,000 and \$1500 to participate in a statewide contract for consultative service to assist families navigate in accessing autism services through their private insurance.

Funds are in the 2023 budget and have been recommended for approval by the Services & Supports and Finance & Facilities.

Submitted By: Holly Brugh

For: Superintendent/Assistant Superintendent

 X Finance & Facilities Committee

 X Services & Supports Committee

 HR/LR Committee

Date: October 2022



**SERVICE CONTRACT
BETWEEN
SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD
AND
NORTH EAST OHIO NETWORK**

This Contract, entered into by and between 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 at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and North East Ohio Network (NEON), with its principal office located at 721 Boardman-Poland Road, Suite 103, Boardman, Ohio 44512, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to Contractor for processing payments to eligible individuals pursuant to Summit DD's Family Engagement Program, pay NEON dues, and participate in a collaborative contract for autism support for families.

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

I. SUMMIT DD OBLIGATIONS

- A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: Review documentation related to the Family Engagement Program, random audits, and other documents presented as appropriate. In the event of an adverse finding, Summit DD will share the results of said finding with 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 and in accordance with the standards established by Summit DD.
- B. Summit DD is responsible to obtain and maintain supporting documentation of goods and/or services purchased by eligible individuals and families through the Family Engagement Program and for which payment is processed by Contractor under this Contract.

II. CONTRACTOR OBLIGATIONS

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. Contractor is responsible to provide services as identified and more fully described in Exhibits A, B and C of this Contract upon request of Summit DD.
- C. Contractor shall make available to 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.

- D. 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.
- E. 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 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 based on age, race, color, disability, religion, sex, sexual orientation, military service, or national origin. Contractor shall furnish Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by 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.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to Summit DD's Major Unusual Incident (MUI) Unit and shall provide other additional reports to 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 Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to Summit DD by electronic mail to www.muireports@summitdd.org or by facsimile to 330.634.8553.
- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering 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 Contractor in performance of its duties under this contract. Summit DD shall be included as an additional insured on Contractor's liability insurance coverage, unless specifically prohibited by Contractor's insurance carrier. Contractor shall provide Summit DD with a copy of Contractor's liability insurance policy before providing services in accordance with the Contract.

- I. Unless parties otherwise agree in writing, if Contractor is not a DODD certified provider, 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.
- J. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to Summit DD upon demand.
- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. Contractor shall indemnify, save, and hold harmless Summit DD and any agents or employees thereof, from 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 Summit DD.
- M. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- N. Employees of 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 Contractor.
- B. 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. Contractor further agrees to submit an audit of its operation by an independent certified public accountant annually. Summit DD, or its authorized representative, shall have access to the books and records of Contractor at any time during the normal business hours of Contractor.

IV. CLAIMS AND PAYMENT

- A. The amount of this Contract shall not exceed SIX HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND no/100 (\$657,500.00) and is limited to Summit DD'S 2023 appropriation.
- B. Contractor will invoice Summit DD monthly or quarterly for services under this Contract in accordance with the fee schedule attached as Exhibit A hereto and incorporated by reference.

V. TERM AND TERMINATION

- A. The term of this Contract shall be from January 1, 2023 through December 31, 2023.

- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing 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

Contractor shall maintain the confidentiality of any records of individuals receiving service and shall not disclose them except as permitted by law. Contractor acknowledges that the laws of Ohio and the requirements of Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of 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

Contractor shall establish a procedure for affording individuals served due process as appropriate. Contractor shall utilize this procedure in the event of a disagreement between Contractor and the individual related to 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 Chapter's 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 Summit DD.

B. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without the written consent of 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
ATTENTION: Superintendent
2355 2nd Street
Cuyahoga Falls, Ohio 44221

TO: Diana Anderson, Executive Director
NEON
721 Boardman-Poland Road
Suite 103
Boardman, Ohio 44512

- E. If 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.

SIGNATURES

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

NORTH EAST OHIO NETWORK

**SUMMIT COUNTY
DEVELOPMENTAL DISABILITIES BOARD**

Signature

Signature

Print Name

Print Name

Date

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

EXHIBIT 2

CONCILIATION PROCEDURE

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

STEP I

The Superintendent of Summit DD or Chief Executive Officer of the Contractor 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.

Exhibit A

Description of Services and Fees

SERVICES

Family Engagement Program

- Maintain an understanding of Summit DD's program as detailed in procedures found in Exhibit B attached hereto
- Per authorization from Summit DD, deposit approved funds into individual or family accounts via direct deposit as detailed in procedures found in Exhibit C attached hereto
- Summit DD staff will track all receipts and provide a copy of each receipt to NEON
- If a family fails to turn in any or all receipts, they will not be eligible for any additional funds.
- Management of individual participant's W9s
- Maintain FEP participants in NEON data base
- Annual processing of 1099s for all individual participants

Fiscal Support & Funds Management

- Manage and monitor Board funds in separate bank account
- Payment of bills authorized by the Board at current frequency
- Occasional credit card purchases

FEES

Summit DD will pay the following:

Family Engagement Program/Fiscal Support & Funds Management

- Administrative Fees:
 - \$27,000 per year

Annual Dues

Payment of annual dues to NEON in the amount of \$8,000 for COG benefits such as the investment of funds.

Exhibit B

Family Engagement Program (FEP)

The Family Engagement Program has been established to support eligible individual's birth to 22, residing with family members, by providing funds to access goods and services that are necessary due to the individual's disability. Funds should enable individuals to live their best life by engaging their community and staying connected to natural supports.

- I. Eligibility
 - a. Individuals eligible for Summit DD services
 - b. Are between the ages of 0-22
 - c. Are living at home with a parent(s) or guardian
 - d. Do not have waiver funding
- II. Services and supports eligible for funding typically include but are not limited to:
 - a. Summer camp
 - b. Community Classes or memberships
 - c. Safety Equipment
 - d. Therapies not otherwise covered by insurance
 - e. Health related supplies
- III. Family Engagement Program Funds
 - a. Are available for a 12 month period beginning January 1st
 - b. Will not exceed the amount per person set each year based on the Boards budget
 - c. Do not have to be used all at one time or in their entirety
 - d. Will be approved after a quote has been obtained
 - e. Will on be released after the receipt of an approved receipt
 - f. Will be directly deposited into a families checking or savings account, no checks will be issued (unless using a certified provider for respite)
- IV. Accessing Funds
 - a. A family will work with Summit DD staff: Service and Support Administrator (SSA), Developmental Specialist (DS) or Referral and Support Specialist (RSS) who can help them determine if the Family Engagement Program is appropriate for their needs
 - b. Summit DD staff will use a Person Centered Planning approach to authorize the purchase of a good or service
 - c. Summit DD staff will complete the Family Engagement Program Form and if available, document the outcome related to the need for the good or services on the IFSP or ISP.
 - d. Family will provide Summit DD staff a quote for the good or service
 - e. Summit DD staff will provide the family with the Direct Deposit Enrollment Form which the family will complete and return
 - i. Families choosing to have the money deposited into their own account will have to complete a W9 form as this may count as taxable income (if not previously completed)
 - ii. Families choosing to have the money deposited into money into their child's account or STABLE account will not need a W9
 - f. Summit DD staff email the completed Family Engagement Form, enrollment

paperwork (if needed) and all supporting documentation (quote, brochure, recommendation, etc.) to the FEP mailbox at FEP@summitdd.org

- g. Manager will respond to requests in the FEP mailbox on a weekly basis. If approved, the request will be forwarded to AA for processing.
- h. AA will add request into FSS module in Gatekeeper and email approval certificate back to staff person making the request.
- i. Staff person can notify family request has been approved.
- j. Family may purchase the good or service

V. After the purchase of a good or service

- a. The family must provide Summit DD, when possible, the original invoice or receipt for each good or service obtained with funds from the program.
 - i. Receipts can be returned to Summit DD by:
 - 1. Giving them to a staff member,
 - 2. Scanning and emailing them to FEP@summitdd.org with RECEIPT/name as the subject followed up by mailing the original receipt to SCDD, or
 - 3. Mailing them to Summit DD- Attention Megan Whitfield
- b. Summit DD staff will turn all receipts into AA who will enter into FFS module in GateKeeper and track the amount used by each individual
- c. Summit DD staff may access GateKeeper to check on any funds that remain
- d. Each Friday, AA will send all requests with required paperwork and receipts to the Fiscal Department for processing.
- e. Upon Fiscal approval, Monday or Tuesday of the following week, a listing will be compiled and sent to NEON who will deposit the approved funding money into a family's bank account.
- f. NEON will provide the SSA and Fiscal Departments with a monthly reconciliation of the program.
- g. Staff will contact individual/ family to review satisfaction with good or service and update IFSP/ISP or document outcome in TCM

VI. Detailed Description of Goods and Services

- a. Summer Camp- summer programs that allow participation in the community preferably with other children who do not have disabilities. Examples include: YMCA camps, recreational camp, themed camp or any other summer program the individual wishes to attend.
 - i. Funds cover tuition
 - ii. The family is responsible for registering the child for camp
 - iii. If a child is eligible for Extended School Year (ESY) through their school district, funds must not be used fund camp until that is exhausted
- b. Family Chosen Providers: Someone the family knows and believes is able to care for their family member. This person cannot be a relative, live in the family home, and must be over the age of 18. When using a family chosen provider the provider must participate in 4 hours of training provided by Summit DD.
 - 1. Once services have been delivered the family must submit a completed Respite Log with the provider's signature.

- 2. Money will be deposited into the families account and they can pay the provider.
- c. Community Classes and Memberships- inclusive and adaptive classes in the community. Examples include: horseback riding, music class, art and dance programs, and sports programs.
 - i. Quote from provider needed
 - ii. Memberships will cover one adult and one child
 - iii. Uniforms and equipment will not be paid for
- d. Health Related Supplies- supplies that an individual needs due to their developmental disability that are not covered by another funding source. Items may include: incontinence supplies, dietary shakes, specialized formula, and thickeners.
 - i. Quote needed
- e. Safety Equipment- equipment that is used to keep someone safe. Items may include safety gates, outlet covers and GPS tracking devices.
- f. Therapies not otherwise covered by insurance- Speech, OT, and PT. Must have an insurance denial letter.

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Allocation of resources for Binary Defense contract extension	Security monitoring for all IT servers and user devices	The Board approve a 3-year contract extension with Binary Defense through Nov. 2025 in an amount not to exceed \$101,724 over a 3 year period

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$101,724 in 2022-2024

Summit DD currently has layers of defenses to protect its networks, servers, and employee computers. Among these layers is monitoring by a third-party Security Operations Center (SOC) run by Binary Defense. Monitoring by a SOC is considered an essential component of any modern cybersecurity program.

Additionally, Summit DD purchased licensing from Binary Defense for their Managed Detection and Response (MDR) software that is installed on every server and computer to identify when there is a security incident. The Binary Defense SOC watches for security issues and anomalies 24x7x365, and investigates anything that seems unusual. If there is something that is determined to be a potential issue, they escalate that to Summit DD staff. Using the MDR software, they also have the ability to isolate a system that has an infection to prevent it from spreading to other devices, which is essential to contain malware such as ransomware.

Summit DD initially started working with Binary Defense in 2016, and it has been a good relationship. Binary Defense is offering a price lock at 2022 prices of \$33,908/year for the MDR licensing if Summit DD agrees to extend our contract through Nov. 2025. Billing would still occur on an annual basis, so current year costs would be \$33,908, which is included in the annual budget.

Binary Defense is based in Summit County, with their headquarters located in Stow, OH.

The total cost of the contract is \$101,724 through the years 2022 – 2024. It is recommended that the Board approve the request to extend the current contract with Binary Defense through Nov. 2025 for an amount not to exceed \$101,724.

Recommended for approval by the October Finance & Facilities Committee.

Submitted By: Russ DuPlain

Date: October 2022

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



FORM OF CONTRACT CHANGE ORDER (CCO)

Client Company Name: Summit County Developmental Disabilities Board

Description and Date of SOW: MDR SOW – 11/12/2020

Account Manager: Chris Mundt

General Description of Requested Change:

Client will be renewing their MDR subscription for an additional three years.

Specific Amendments to SOW:

The annual price will be held at \$33,908 for up to 375 endpoints. The contract will be extended through 11/11/2025

Binary Defense

Signature: _____

Print Name: _____

Date: _____

Client

Signature: _____

Print Name: _____

Date: _____

****Acceptance of the change request creates a contractual change to the project SOW. Except as modified by this Change Request, the Agreement and SOW shall remain in full force and effect.****

Summit County Developmental Disabilities Board

TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Increase contract with Success4Kidz Therapy, LLC (S4K) to provide consultative PT and OT services for the Early Intervention program.	Ensuring availability of consultative therapy services in our evidence-based early intervention model.	Recommend that the Board approve an increase of \$20,000 to the one-year contract with Success4Kidz Therapy for the period 1/1/22 to 12/31/22, for a total contract amount not to exceed \$496,500.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: Early Intervention

of Individuals Currently Served by S4K: 215 children currently on caseload, 2018 visits provided in-person home/community park/telehealth/evaluation

Amount of Increase: \$20,000

Over the last 8 months, there has been an increase in the number of children referred for early intervention services, specifically those with speech and therapy needs. Evaluations for eligibility have increased as well as caseload size for all EI and S4K staff.

An increase of \$20,000 is needed to the current S4K contract to cover growth in the following areas:

- Monthly Visits – growth of 14 visits per month/112 visits in the last 8 months
- Caseload Size- increase of approximately new 20 children birth to 3 and 13 children ages 3-5
- Increase in consultation to childcare centers and SSA staff

\$20,000 will cover billing through the remainder of 2022.

Costs are billed hourly at \$75 per hour or \$18.75 per unit of service which is the standard Medicaid rate.

Funds are in the 2022 budget.

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

Submitted By: Holly Brugh

Date: October 2022

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

First Amendment to Agreement

This First Amendment to Agreement is made this October 1, 2022, by and between the Summit County Developmental Disabilities Board (hereafter "Summit DD"), 2355 Second St, Cuyahoga Falls, Ohio 44221, Success 4 Kidz Therapy, LLC (hereafter "Contractor") with its principal offices located at 1089 Scenicrest St. NW, Uniontown, Ohio 44685 .

WHEREAS, the Parties entered into an Agreement per Board Resolution No. 21-12-04 for the period January 1, 2022 through December 31, 2022 for Occupational and Physical Therapy Services provided in accordance with an evidence-based early intervention model and

WHEREAS, the Parties desire to amend said Agreement,

NOW, THEREFORE, the Parties agree to amend said Agreement as follows:

IV. CLAIMS AND PAYMENT.

- A. The amount of this Contract shall not exceed FOUR HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED DOLLARS (\$496,500.00) and is limited to the Summit DD'S 2022 appropriation.

All other terms and conditions of the parties' Agreement remain unchanged and in full force and effect.

SUMMIT DD BOARD

Lisa Kamlowsky

Superintendent
Title

Date

SUCCESS 4 KIDZ

Name

Title

Date

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

	9/30/2022				9/30/2021			
	2022 ANNUAL BUDGET	2022 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
OPERATING REVENUE								
PROPERTY TAXES	\$ 53,893,961	\$ 51,669,616	\$ 2,224,345	4.1%	\$ 53,454,163	\$ 53,688,569	\$ (234,406)	-0.4%
REIMBURSEMENTS	8,703,840	6,945,350	1,758,490	20.2%	6,344,000	10,173,485	(3,829,485)	-60.4%
GRANTS	1,805,317	1,327,816	477,501	26.4%	1,683,639	1,217,548	466,091	27.7%
REFUNDS	-	27,725	(27,725)	0.0%	-	23,360	(23,360)	0.0%
OTHER RECEIPTS	37,932	230,657	(192,725)	-508.1%	85,000	169,603	(84,603)	-99.5%
TOTAL REVENUE	\$ 64,441,050	\$ 60,201,164	\$ 4,239,886	6.6%	\$ 61,566,802	\$ 65,272,565	\$ (3,705,763)	-6.0%
OPERATING EXPENDITURES								
SALARIES	\$ 20,032,262	\$ 14,916,145	\$ 5,116,117	25.5%	\$ 18,967,852	\$ 13,301,964	\$ 5,665,888	29.9%
EMPLOYEE BENEFITS	8,067,946	6,083,949	1,983,997	24.6%	7,816,538	5,196,916	2,619,622	33.5%
MEDICAID COSTS	28,400,000	18,511,459	9,888,541	34.8%	24,300,000	20,026,324	4,273,676	17.6%
DIRECT CONTRACT SERVICES	7,317,641	5,624,897	1,692,744	23.1%	9,089,940	4,400,706	4,689,234	51.6%
INDIRECT CONTRACT SERVICES	1,906,331	1,184,187	722,144	37.9%	1,860,242	1,233,993	626,249	33.7%
SUPPLIES	432,060	249,165	182,895	42.3%	445,602	207,365	238,237	53.5%
TRAVEL AND TRAINING	297,300	194,212	103,088	34.7%	341,460	82,005	259,455	76.0%
UTILITIES	348,000	241,170	106,830	30.7%	535,000	206,554	328,446	61.4%
RENTALS	7,000	4,156	2,844	40.6%	8,245	3,998	4,247	51.5%
ADVERTISING	145,000	100,677	44,323	30.6%	136,000	105,453	30,547	22.5%
OTHER EXPENSES	335,420	293,429	41,991	12.5%	332,635	263,729	68,906	20.7%
EQUIPMENT	65,000	530	64,470	99.2%	112,000	68,629	43,371	38.7%
REAL PROPERTY IMPROVEMENT	100,000	374,415	(274,415)	-274.4%	200,000	13,398	186,602	93.3%
TOTAL EXPENDITURES	\$ 67,453,960	\$ 47,778,391	\$ 19,675,569	29.2%	\$ 64,145,514	\$ 45,111,034	\$ 19,034,480	29.7%
NET REVENUES AND EXPENDITURES	\$ (3,012,910)	\$ 12,422,773			\$ (2,578,712)	\$ 20,161,531		
BEGINNING FUND BALANCE		ACTUAL						
PLUS: REVENUE	\$ 63,723,040	\$ 63,723,040						
LESS: EXPENDITURES	64,441,050	60,201,164						
	(67,453,960)	(47,778,391)						
ENDING FUND BALANCE	\$ 60,710,130	\$ 76,145,813						

Recommended for approval by the October
Finance & Facilities Committee.

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

An evenly distributed monthly budget
Evenly distributed budget remaining for three months

8.3%
25.0%

Revenue:

Property Taxes:

Second half House Trailer tax settlement including Homestead and Rollback.

Grants:

Quarterly Medicaid Administrative Claims (MAC) reimbursements,

Other Receipts:

Flow-through Community Capital Assistance funding received from DODD on behalf of Hope Homes Foundation for the purchase of a home.

Expenditures:

Salaries:

September is a three pay period month.

Direct Contract Services:

Grants awarded to agency providers to help alleviate high transportation costs,
Payments to providers participating in the SCDD sponsored Summer Work Program,
Annual contribution to the Summit County Volunteer Guardianship Program,
Incremental funding of the Family Engagement Program for individuals enrolled in the program.

Indirect Contract Services:

Flow-through Community Capital Assistance funding received from DODD on behalf of Hope Homes Foundation for the purchase of a home.

Year to Date

Expenditures:

Employee Benefits:

January was a premium holiday month realizing a cost benefit for medical and dental costs.

Direct Contract Services:

Grants awarded to agency providers to help alleviate high transportation costs.

Payments to providers participating in the SCDD sponsored Summer Work Program.

Other Expenses:

Ohio Association of County Boards (OACB) 2022 annual dues.

Payment to Wichert Insurance Company for the following insurance costs:

Cyber insurance with Cincinnati Insurance Company,

Director and officers and employment practices liability insurance with Cincinnati Insurance Company,

Property & casualty, business automobile and umbrella coverage with Selective Insurance Company.

Real Property Improvement:

Additional cost for patio and roof repairs at the Barberton and Cuyahoga Falls locations.

\$

\$

MINUTES – combined work session and regular meeting
Thursday, September 22, 2022

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, September 22, 2022

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, September 22, 2022 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **work session** convened at 5:30 p.m. Roll call: Jason Dodson, Allyson James, Dave Dohnal, Tami Gaugler, Gregg Cramer, and Denise Ricks.

BOARD MEMBERS PRESENT

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

BOARD MEMBER EXCUSED

Meghan Wilkinson

ALSO PRESENT

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

I. DODD/HOPE HOMES COMMUNITY CAPITAL ASSISTANCE FUNDING

Hope Homes Foundation is a local non-profit housing development corporation that owns several homes in Summit County and the surrounding area and supports individuals with disabilities. Hope Homes recently applied for and was awarded Ohio Department of Developmental Disabilities (DODD) Community Capital Assistance (CCA) funds to support the purchase of a home. The funding award allows Hope Homes to purchase a single-family home in Munroe Falls that will be occupied by four individuals who are currently living in another home owned by Hope Homes that no longer meets their needs. The four individuals along with their families and teams worked with Hope Homes to identify this new home and all parties agree with the purchase and the move. The request is for the Board to approve the distribution of DODD CCA funds in the amount of \$176,160 to Hope Homes Foundation. The request has been reviewed and recommended for approval by the September Finance & Facilities and Services and Supports Committees.

MINUTES – combined work session and regular meeting
Thursday, September 22, 2022

WORK SESSION *(continued)*

II. AUGUST FINANCIAL STATEMENTS

August Revenue included second half tax settlement of \$23,742,200, Akron Metropolitan Housing Authority annual settlement in the amount of \$29,800 for properties it owns, quarterly Title XX reimbursement of \$133,200 and incremental funding in the amount of \$100,000 from the Keeping Families Together Grant. Expenditures for the month included quarterly Medicaid waiver match of \$6,083,400, quarterly Medicaid waiver administrative fee of \$443,900, payments of \$94,500 to providers participating in the Summit DD sponsored Summer Youth Work Experience Program, and grant awards of \$85,200 to agency providers to help alleviate high transportation costs. August ended in a positive position of \$15,442,980 and a fund balance of \$79,166,020. The August Financial Statements have been recommended for approval by the September Finance & Facilities Committee.

The work session adjourned at 5:35 p.m.

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:35 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, said she attended the ReelAbilities Film Festival held at Summit DD on August 26th. It was a very interesting event, with good attendance and it was well done. She hopes Summit DD will host the event again in the future. Ms. Frank also attended a Zane Foundation fundraiser recently and was glad to see Summit DD staff in attendance supporting that wonderful organization. Ms. Frank acknowledged and thanked Holly Brugh and her staff for their efforts working with a family whose loved one needed out of state placement. Ms. Frank stated she spoke with the family recently and they indicated how helpful and resourceful Ms. Brugh has been throughout this challenging process.

MINUTES – combined work session and regular meeting
Thursday, September 22, 2022

BOARD MEETING *(continued)*

II. APPROVAL OF MINUTES

A. AUGUST 25, 2022 (combined work session and regular meeting)

R E S O L U T I O N

No. 22-09-01

Mr. Dodson moved that the Board approve the minutes of the August 25, 2022 combined work session and regular meeting. The motion, seconded by Mr. Cramer, was unanimously approved.

III. BOARD ACTION ITEMS

A. DODD/HOPE HOMES COMMUNITY CAPITAL ASSISTANCE FUNDING

R E S O L U T I O N

No. 22-09-02

Ms. James moved that the Board approve the distribution of Ohio Department of Developmental Disabilities (DODD) Community Capital Assistance funding in the amount of One Hundred Seventy-Six Thousand One Hundred Sixty Dollars (\$176,160.00) to Hope Homes Foundation. The motion, seconded by Mrs. Gaugler, was unanimously approved.

B. AUGUST FINANCIAL STATEMENTS

R E S O L U T I O N

No. 22-09-03

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

IV. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky thanked Pete Moore, President and CEO of Ohio Providers Resource Association (OPRA), for taking the time to come to Summit County and present the Board Member in-service this month. Mr. Moore has over 25 years of diverse experience dedicated to improving the lives of people with disabilities and the direct service professionals (DSP's) who support them. Earlier this evening Mr. Moore presented a very informative in-service to Board Members outlining the challenges faced by the provider community.

Superintendent Kamlowsky reported that system capacity conversations continue at the state level and regulatory proposals to increase Medicaid payment rates are being discussed. All county boards have been asked to review their capacity to contribute funding towards such rate increases.

MINUTES – combined work session and regular meeting
Thursday, September 22, 2022

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

For the term of the public health emergency, the state has pushed additional federal dollars down to counties through the form of, among other things, reduced Medicaid match obligation. As part of the larger statewide capacity discussion, county boards are being asked to fund quarterly payments for home and community-based waiver services in an amount totaling 6.5% of paid claims. For Summit DD, payment at that amount would effectively return the additional federal funds received during the public health emergency in approximately two biennium budget periods. It is a widely discussed topic and the Superintendent advised she will continue to keep the Board apprised of how the conversations progress.

Last month Mr. Cramer asked about the Summit County businesses that participated in the Summer Youth Work Experience Program. The Superintendent provided that information to Mr. Cramer but thought the full Board may want to hear of the many businesses in the community that collaborated in this important program. Superintendent Kamlowky thanked these partners and noted the following businesses provided either paid work experiences and/or career exploration opportunities:

- Ace Hardware
- Akron Art Museum
- Akron Canton Regional Food Bank
- Akron Metro Transit
- Akron Summit Library
- Akron Zoo
- Barnes & Noble
- Big Lots (Waterloo Rd)
- Bounce Innovation Hub
- Canal Park – Akron Rubber Ducks
- Cuyahoga Falls Parks & Recreation
- City of Stow
- Fairfield Inn (Stow)
- House of the Lord
- Loyal Oaks Golf Course
- One of a Kind Pet Rescue
- PetSmart
- Petitti's Garden Center
- Summa Health & Wellness Center
- Summit Mall
- Rocco's Pizza
- University of Akron
- WZIP/Z-TV

It was noted that the City of Cuyahoga Falls directly hires youth who work for them. Summit DD does not pay the wages for this worksite but does provide job supports.

The ability for boards to hold virtual meetings continues to be a topic of discussion and legislation around this issue is expected but has not yet materialized. Some county boards are struggling to maintain quorums and have expressed that a virtual option would be very beneficial. Superintendent Kamlowky will keep the board informed if there are any changes to the current rule.

MINUTES – combined work session and regular meeting
Thursday, September 22, 2022

BOARD MEETING *(continued)*

V. PRESIDENT'S COMMENTS

Mr. Dohnal stated thanked Mr. Moore for visiting Summit DD and providing the very informative in-service to Board Members tonight. Mr. Dohnal said that many years ago when he and his family were first introduced to the DD service delivery system it came with a great deal of stress and confrontation, which is now mostly gone. He credited OPRA as being a huge contributor in helping to change the landscape of the DD service delivery system. Mr. Dohnal thanked everyone for attending this evening.

There being no further business, the Board Meeting adjourned at 5:45 p.m.

Jason Dodson, Secretary



Delegate Assembly November 29, 2022

PROPOSED RESOLUTION 2022-01

SUBMITTED BY:

OACB Board of Trustees; Governance Committee

SUMMARY & RATIONALE:

This resolution provides minor changes and updates to the OACB By-Laws as outlined below:

- Minor grammatical corrections throughout the By-Laws.
- Removal of all references to CBA Benefit Services due to the dissolution of the trust in 2021.
- Clarify Affiliate Members shall not have voting power or formally participate in any of OACB's decision-making processes.
- Clarify attendance, participation, and voting procedures for OACB Delegate Assembly and OACB Board of Trustees meetings to explicitly allow for virtual/electronic participation.
- Change OACB Board of Trustee candidate nomination deadline from 30 days prior to the Delegate Assembly to 14 days prior to the Delegate Assembly.
- Update OACB membership base fee as approved by the Board of Trustees at their August 15, 2022 meeting.**
- Removes expired language concerning past dues adjustment policies and procedures that are no longer applicable.
- Update employee references throughout the document to match current naming conventions and titles.

*** Per the By-Laws, this update occurs without a vote of the Delegate Assembly, but is being included in this summary description in the interest of clarity and full transparency. Should the By-Laws not be updated at the Delegate Assembly, this section will still be updated to reflect the revised dues structure authorized by the Board of Trustees.*



Delegate Assembly
November 29, 2022

PROPOSED RESOLUTION
2022-02

SUBMITTED BY:

Lucas County Board of Developmental Disabilities

SUMMARY & RATIONALE:

The Lucas County Board of Developmental Disabilities believes that all county boards should work diligently with their appointing authorities to ensure at least one (1) person with developmental disabilities is appointed as a board member of each county board of developmental disabilities by 2027, or as quickly as is readily achievable.

This resolution would therefore ensure that Ohio's County Boards of Developmental Disabilities will work in conjunction with the Ohio Advocacy Taskforce and the Ohio Association of County Boards of Developmental Disabilities to educate and inform appointing authorities of the abilities and contributions of Ohioans with developmental disabilities and how including them in county board decisions as voting members of county boards will enrich and strengthen county boards of developmental disabilities statewide.

The resolution submitted for consideration and adoption by the Delegate Assembly was passed by the Lucas County Board of DD at its public board meeting in September, and mirrors a resolution unanimously passed by the Board of Trustees of the Ohio Association of County Boards of Developmental Disabilities at its September 19, 2022 meeting, which established the trustees' position in support of the statements and commitments therein.

PROPOSED RESOLUTION 2022-02

Whereas, there are 616 appointments made to Ohio's county boards of developmental disabilities and only 19 individuals with developmental disabilities are currently appointed to county boards; and

Whereas, diversity in membership of Ohio's county boards of developmental disabilities should consist of, and reflect, the geographic, racial, gender, ethnicity, and educational background of the county in order for ongoing growth, vitality, and development; and

Whereas, people with developmental disabilities will not only bring a distinct, personal perspective and energy to county boards of developmental disabilities, but also have the right to exercise an equal and meaningful voice in all decisions made by county boards as voting members; and

Whereas, individuals with developmental disabilities are capable of making informed and supported choices about the future of the organizations that support them; and

Whereas, people with developmental disabilities will strengthen and enrich the membership of county boards of developmental disabilities with input and ideas informed by their lived experience and needs, and have brought a distinct, personal perspective and energy to county board of developmental disabilities where they have been appointed thus far; and

Whereas, the Ohio Advocacy Taskforce has met with and garnered the support of various organizations and has sought input and direction from county boards of developmental disabilities, providers, advocates, people with developmental disabilities, public policymakers, and interested parties across Ohio; and

Whereas, the Ohio Advocacy Taskforce has presented to the Ohio Association of County Boards of Developmental Disabilities Board of Trustees in November 2021 and at the OACBDD Spring Conference in May 2022 on the importance of having people with developmental disabilities appointed to the county boards of developmental disabilities; and

Whereas, Ohio's County Boards of Developmental Disabilities agree with the Ohio Advocacy Taskforce's position that people with developmental disabilities should be appointed to county boards across the state wherever possible, and is grateful for the ongoing advocacy of the Ohio Advocacy Taskforce on this important topic of equity, inclusion, and representation in Ohio's county board system;

Therefore, Be It Resolved, Ohio's County Boards of Developmental Disabilities believe that all county boards should work diligently with their appointing authorities to ensure at least one (1) person with developmental disabilities is appointed as a board member of each county board of developmental disabilities by 2027, or as quickly as is readily achievable; and

Be It Further Resolved, Ohio's County Boards of Developmental Disabilities will work in conjunction with the Ohio Advocacy Taskforce and the Ohio Association of County Boards of Developmental Disabilities to educate and inform appointing authorities, local and state organizations, advocacy organizations, news and media outlets, and all other interested parties of the abilities and contributions of Ohioans with developmental disabilities and how including them in county board decisions as voting members of county boards will enrich and strengthen county boards of developmental disabilities statewide.