

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

AGENDA

Administrative Board Room
2355 2nd Street, Cuyahoga Falls, OH
Thursday, November 17, 2022
5:30 p.m.

WORK SESSION

DISCUSSION ONLY ITEMS

- I. CORNERSTONE ON DEMAND CONTRACT
- II. LAMAR ADVERTISING CONTRACT
- III. DEPARTMENT OF JOB AND FAMILY SERVICES CASE MANAGER CONTRACT
- IV. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT
- V. MERAKEY CONTRACT
- VI. PRIMARY SOLUTIONS CONTRACT
- VII. BRITTCO ADDENDUM

ACTION ITEMS FOR BOARD CONSIDERATION

- VIII. NORTH EAST OHIO NETWORK 2022 CONTRACT AMENDMENT
- IX. NORTH EAST OHIO NETWORK 2023 CONTRACT
- X. SUCCESS 4 KIDZ 2023 CONTRACT
- XI. UNITED LABOR AGENCY CONTRACT
- XII. SUMMIT COUNTY SHERIFF CONTRACT
- XIII. ADULT GUARDIANSHIP SERVICES CONTRACT
- XIV. BINARY DEFENSE CONTRACT EXTENSION
- XV. OCTOBER 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. OCTOBER 27, 2022 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
 - A. NORTH EAST OHIO NETWORK 2022 CONTRACT AMENDMENT
 - B. NORTH EAST OHIO NETWORK 2023 CONTRACT
 - C. SUCCESS 4 KIDZ 2023 CONTRACT
 - D. UNITED LABOR AGENCY CONTRACT
 - E. SUMMIT COUNTY SHERIFF CONTRACT
 - F. ADULT GUARDIANSHIP SERVICES CONTRACT
 - G. BINARY DEFENSE CONTRACT EXTENSION
 - H. OCTOBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
 - A. NOMINATING COMMITTEE FOR 2023 BOARD OFFICERS
 - B. 2023 BOARD MEETING SCHEDULE
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Talent Management System	Board approval is required for a contract with Cornerstone, a talent management system, that includes applicant tracking, performance, and learning modules.	Board approve a three-year contract with Cornerstone, effective December 20, 2022 through December 19, 2025 for the renewal of our current Talent Management System, for the total three-year cost not to exceed \$145,581.29.

SUPPORTING DATA FOR RECOMMENDATION

Summit DD is proposing to renew the talent management system with Cornerstone on Demand (CSOD). CSOD is a "one-stop-shop" for end users and administrators for performance, training, and recruiting. The annual cost of this system will be \$46,407.44 the first year, \$48,495.77 the 2nd year, and \$50,678.08 the 3rd year. The total cost of the three-year contract would not exceed \$145,581.29 based on 314 end users. This rate includes a progressive 4.5% annual increase each year.

CSOD is a one-stop-shop for employees and administrators to review current openings, provide development tools and resources, and create goals. Since the implementation of CSOD, the automated recruiting process not only increased a diverse candidate pool, but it also increased collaboration with hiring managers and provides timely information on the status of recruitment efforts. The learning portal enables us to track, monitor, and report on e-learning and facilitated learning.

Over the past couple of years, Summit DD has transformed to a new performance model. This model facilitates the ability to cascade the Agency goals to promote employee development and coaching. The performance portal was developed to align with this model, making employee goals relevant to the Agency's long-range initiatives and core values.

Cornerstone on Demand was integrated with Summit DD's timekeeping system, UKG. This integration eliminated double data entry, and decreased management of multiple systems.

Funds are available in the budget to support this request.

**Recommended for approval by the November HR/LR
and Finance & Facilities Committees.**

Submitted By: Danyelle Conner

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

Date: November 2, 2022

Cornerstone OnDemand – ORDER			
Client Name ("Client")	Summit DD Board		
Order Start Date	12/20/2022		
Order End Date	12/19/2025		
Is a new purchase order required for this purchase?*	("No," unless box is checked) [] Yes: PO#		
Primary Client Contact	Danyelle Conner	dconner@summitdd.org	+1 330-634-8049
Client Address (Ship To)	Summit DD Board 2355 Second Street Cuyahoga Falls OH 44221 United States		
Primary Billing (Invoice) Contact	Danyelle Conner	dconner@summitdd.org	+1 330-634-8049
Client Billing (Invoice) Address	Summit DD Board 2355 Second Street, Cuyahoga Falls, OH, 44221, United States		

*Note: Please send purchase order number to DLCollections@csod.com within three (3) business days of order signing.

Product(s)

Product	Period	
	12/20/2022 - 12/19/2025	
	Qty	Annual Fee
CyberU Enterprise	314	\$8,203.25
Included Customer Success Package	1	\$0.00
Unlimited Video Hosting and Delivery	1	\$0.00
Inbound Data Feed - OU/Users (IDF) Connector (s)	1	\$0.00
Single Sign On - Standard (SSO) Connector (s)	1	\$0.00
Outbound Data Feed - Recruiting (ODFR) Connector (s)	1	\$0.00
Cornerstone Learning	314	\$12,734.73
Cornerstone Performance	314	\$12,734.73
Cornerstone Recruiting	314	\$12,734.73
	Annual Subtotal	USD 46,407.44
	First Year Grand Total	USD 46,407.44

Special Terms

Client agrees to an annual 4.50% fee increase for the Annual Fees in this Order, beginning on the first anniversary thereof. In exchange (except for Content partner offerings, EdCast product purchases, and other third party products), Cornerstone agrees never to increase such prices beyond this rate during the Order Term and/or any renewal thereof for the same contract length, products and quantities.

Invoicing Schedule

Payment terms for this Order shall be Due Upon Receipt



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Annual Fees are invoiced annually, beginning on the Order Start Date(s), through the Order End Date(s). If applicable, the final invoice for annual fees will be prorated. One-time fees are invoiced on the Order Start Date(s).

Except as otherwise expressly set forth herein, all purchases are non-cancelable and non-refundable.

Fees are exclusive of applicable sales, use, VAT, GST, digital tax, DST and other taxes and are net of withholding taxes.

Product Details

Each data feed connector includes two login credentials. Requested modifications to a data feed connector may be subject to additional scoping and fees.

Cornerstone Learning includes:

- Learner Home
- Curricula
- Certifications
- Assignment
- Instructor Led Training
- Catalog Management
- Observation Checklists
- Skills Matrix
- Connect

Cornerstone Performance includes:

- Goals
- Reviews
- Succession
- Compensation
- Observation Checklists
- Competencies
- View

Cornerstone Recruiting includes:

- Onboarding
- Internal/External Career Sites
- Manage Candidates
- Share Feedback
- Hiring Dashboard
- Mobile Applications

Included Package:

New Functionality Readiness and Adoption – *adopt and drive usage of new features*

S.O.S. (Sustain Our System) – *get help with tasks and on-boarding new admins, and tune up your reports*

Education – *an efficient way to learn Cornerstone products, features and functions*

Customer Success – *proactive, strategic guidance and support to make the most of your investment*

Technical Support – *enhanced support and issue resolution*

Customer Community – *access self-help tools, connect with peers and stay up to speed on what's new*

See <https://www.cornerstoneondemand.com/support/included> for detailed support descriptions.

Purchased course(s) shall be available from the Order Start Date above, through the earlier of: (i) the Order End Date above; or (ii) termination/expiration of all Learning Orders; or (iii) termination of the Agreement, after which time all access / course registrations shall be terminated or expire without refund. Course loading and hosting services are included as a part of this Order. Content subscriptions are non-transferable; they are unique to individual users. Cornerstone reserves the right to invoice Clients



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automatically for each subscription/registration exceeding the number purchased, based on the total Content price set forth in this Order, divided by the total number of Active Users subscribed to/registered for that Content.

Some Content is hosted by third-party content providers. These providers may process personal information (e.g., Active User identification, course tracking, etc.) only as necessary to provide the Content in accordance with AICC, SCORM, or equivalent standards. The list, locations, and security and privacy policies of such providers are available upon request.

Terms and Conditions

This Order is hereby incorporated into and made part of the parties' master agreement (the "Agreement"). If the term of the Agreement is set to expire prior to the end of the Order Term, the term of the Agreement is hereby extended through the end of the Order Term for the purposes of this Order.

Agreed and accepted:

Client		Cornerstone OnDemand, Inc.	
Signature:		Signature:	
Name:		Name:	
Title:		Title:	
Date:		Date:	

Order Validation



Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Lamar Outdoor and Lamar Transit Advertising	Increase familiarity and awareness of Summit DD services. Inform public of what programs the levy funds and what would happen if the levy did not pass.	Approve advertising expenditures with Lamar Outdoor and Transit for a total amount of spending not to exceed \$82,700.

SUPPORTING DATA FOR RECOMMENDATION

In 2021, Metro contracted with Lamar Transit as the administrative agent for advertising on Metro buses. Because of this merger expenditures now exceed the \$50,000 Board approval limit. Expenditures for Lamar Outdoor (Billboard) advertising and Lamar Transit (Metro) are expected to reach \$82,700 in 2023.

Planned advertising in 2023 include:

Lamar Outdoor total: \$45,600.00 (This includes advertising space and printing/production costs)

- Advertising Space: \$35,700
 - Poster size billboards: \$230 each x 90 = \$20,700
 - Bulletin size billboards: \$1500 each x 10 = \$15,000
- Print/Production: \$9,900
 - \$110 each x 90= \$9,900

Lamar Transit total: \$37,100.00 (This includes (13) four-week runs of space and (4) print/production changes that go from February 2022 through January 2023.

- Advertising Space: \$26,000
 - Four-week run: \$2,000 each x 13 = \$26,000
- Print/Production:
 - \$2,775 each x 4= \$11,100

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

Submitted By: Billie Jo David

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

Date: 11/7/22



QUOTE SUMMARY

Date: 9/13/2023

Customer: Summit County Development Disabilities
Contract No.:
PO:
Market: Akron, OH

Display Type: 10 Bus tails, 10 bus queens, 5 Scat tails as bonus, 100 interiors as bonus

Billing Rate

Campaign Quote Total 4 week cost is \$2000. Annual cost is \$26,000 (13 four week periods)

Production and installation quote is \$2,775. Production and installation per new art production and installation x 4=\$11,100

TOTAL Quote: \$37100

Prepared By:

Beth Black, Market Manager
PRINT NAME & TITLE

Beth Black
Signature

9/13/2022
Date Prepared

Cleveland, OH
 12222 Plaza Drive
 Parma, OH 44130
 Phone: 216-676-4321
 Fax: 216-676-5238



Date: 11/2/2022
 New/Renewal: RENEWAL
 Account Executive: Ashley Brillhart
 Phone: 216-676-4321

CONTRACTED DIRECTLY BY ADVERTISER	
Customer #	651125-0
Name	SUMMIT COUNTY DD
Address	2355 SECOND STREET
City/State/Zip	CUYAHOGA FALLS, OH 44221
Contact	TRICIA PERDUK
Email Address	TPERDUK@SUMMITDD.ORG
Phone #	(330) 634-8877
Fax #	
P.O./ Reference #	
Advertiser/Product	SUMMIT COUNTY DD
Campaign	

Production/Other Services							
Department	Plant	Production Type	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
Poster Flex	421 Cleveland, OH	20 posters for 3/6		02/27/23	1	\$2,200.00	\$2,200.00
Poster Flex	421 Cleveland, OH	10 posters for 6/5		05/29/23	1	\$1,100.00	\$1,100.00
Poster Flex	421 Cleveland, OH	20 posters for 9/4		08/28/23	1	\$2,200.00	\$2,200.00
Poster Flex	421 Cleveland, OH	20 posters for 10/2		09/25/23	1	\$2,200.00	\$2,200.00
Poster Flex	421 Cleveland, OH	20 posters for 11/6		10/30/23	1	\$2,200.00	\$2,200.00
Total Production/Other Services Costs:							\$9,900.00

Space										
# of Panels: 100								Billing Cycle: Every 4 weeks		
Panel # TAB ID	Market	Location	Illum	Media Type	Size	Misc	Service Dates	# Service Periods	Invest Per Period	Cost
TBD (20)	421-SUMMIT, OH	TBD		Poster			03/06/23-04/02/23	1	\$4,600.00	\$4,600.00
TBD (2)	421-SUMMIT, OH	TBD		Bulletin			03/06/23-04/02/23	1	\$3,000.00	\$3,000.00
TBD (10)	421-SUMMIT, OH	TBD		Poster			06/05/23-07/02/23	1	\$2,300.00	\$2,300.00
TBD (2)	421-SUMMIT, OH	TBD		Bulletin			08/07/23-09/03/23	1	\$3,000.00	\$3,000.00
TBD (2)	421-SUMMIT, OH	TBD		Bulletin			09/04/23-10/01/23	1	\$3,000.00	\$3,000.00
TBD (20)	421-SUMMIT, OH	TBD		Poster			09/04/23-10/01/23	1	\$4,600.00	\$4,600.00
TBD (20)	421-SUMMIT, OH	TBD		Poster			10/02/23-10/29/23	1	\$4,600.00	\$4,600.00
TBD (2)	421-SUMMIT, OH	TBD		Bulletin			10/02/23-10/29/23	1	\$3,000.00	\$3,000.00
TBD (2)	421-SUMMIT, OH	TBD		Bulletin			11/06/23-12/03/23	1	\$3,000.00	\$3,000.00
TBD (20)	421-SUMMIT, OH	TBD		Poster			11/06/23-12/03/23	1	\$4,600.00	\$4,600.00
Total Space Costs:									\$35,700.00	
Total Costs:									\$45,600.00	

Special Considerations: For TBD static bulletins, if we are sold out, we will offer digital bulletins as a backup.

Advertiser authorizes and instructs The Lamar Companies (Lamar) to display in good and workmanlike manner, and to maintain for the terms set forth above, outdoor advertising displays described above or on the attached list. In consideration thereof, Advertiser agrees to pay Lamar all contracted amounts within thirty (30) days after the date of billing. Advertiser acknowledges and agrees to be bound by the terms and conditions on all pages of this contract.

The Agency representing this Advertiser in the contract executes this contract as an agent for a disclosed principal, but hereby expressly agrees to be liable jointly and severally and in solidio with Advertiser for the full and faithful performance of Advertiser's obligations hereunder. Agency waives notice of default and consents to all extensions of payment.

The undersigned representative or agent of Advertiser hereby warrants to Lamar that he/she is the Advertising Director (Officer/Title) of the Advertiser and is authorized to execute this contract on behalf of the Advertiser.

INITIALS



Cleveland, OH
12222 Plaza Drive
Parma, OH 44130
Phone: 216-676-4321
Fax: 216-676-5238



Date: 11/2/2022
New/Renewal: RENEWAL
Account Executive: Ashley Brillhart
Phone: 216-676-4321

Customer:	SUMMIT COUNTY DD
Signature:	(signature above)
Name:	(print name above)
Date:	(date above)

THE LAMAR COMPANIES	This contract is NOT BINDING UNTIL ACCEPTED by a Lamar General Manager.	
ACCOUNT EXECUTIVE: Ashley Brillhart	GENERAL MANAGER	DATE

STANDARD CONDITIONS

- 1. Late Artwork:** The Advertiser must provide or approve art work, materials and installation instructions ten (10) days prior to the initial Service Date. In the case of default in furnishing or approval of art work by Advertiser, billing will occur on the initial Service Date.
- 2. Copyright/Trademark:** Advertiser warrants that all approved designs do not infringe upon any trademark or copyright, state or federal. Advertiser agrees to defend, indemnify and hold Lamar free and harmless from any and all loss, liability, claims and demands, including attorney's fees arising out of the character contents or subject matter of any copy displayed or produced pursuant to this contract.
- 3. Payment Terms:** Lamar will, from time to time at intervals following commencement of service, bill Advertiser at the address on the face hereof. Advertiser will pay Lamar within thirty (30) days after the date of invoice. If Advertiser fails to pay any invoice when it is due, in addition to amounts payable thereunder, Advertiser will promptly reimburse collection costs, including reasonable attorney's fees plus a monthly service charge at the rate of 1.5% of the outstanding balance of the invoice to the extent permitted by applicable law. Delinquent payment will be considered a breach of this contract. Payments will be applied as designated by the Advertiser; non designated payments will be applied to the oldest invoices outstanding.
- 4. Service Interruptions:** If Lamar is prevented from posting or maintaining any of the spaces by causes beyond its control of whatever nature, including but not limited to acts of God, strikes, work stoppages or picketing, or in the event of damage or destruction of any of the spaces, or in the event Lamar is unable to deliver any portion of the service required in this contract, including buses in repair, or maintenance, this contract shall not terminate. Credit shall be allowed to Advertiser at the standard rates of Lamar for such space or service for the period that such space or service shall not be furnished or shall be discontinued or suspended. In the case of illumination, should there be more than a 50% loss of illumination, a 20% pro-rata credit based on four week billing will be given. If this contract requires illumination, it will be provided from dusk until 11:00p.m. Lamar may discharge this credit, at its option, by furnishing advertising service on substitute space, to be reasonably approved by Advertiser, or by extending the term of the advertising service on the same space for a period beyond the expiration date. The substituted or extended service shall be of a value equal to the amount of such credit.
- 5. Entire Agreement:** This contract, all pages, constitutes the entire agreement between Lamar and Advertiser. Lamar shall not be bound by any stipulations, conditions, or agreements not set forth in this contract. Waiver by Lamar of any breach of any provision shall not constitute a waiver of any other breach of that provision or any other provision.
- 6. Copy Acceptance:** Lamar reserves the right to determine if copy and design are in good taste and within the moral standards of the individual communities in which it is to be displayed. Lamar reserves the right to reject or remove any copy either before or after installation, including immediate termination of this contract.
- 7. Termination:** All contracts are non-cancellable by Advertiser without the written consent of Lamar. Breach of any provisions contained in this contract may result in cancellation of this contract by Lamar.
- 8. Materials/Storage:** Production materials will be held at customer's written request. Storage fees may apply.
- 9. Installation Lead Time:** A leeway of five (5) working days from the initial Service Date is required to complete the installation of all non-digital displays.
- 10. Customer Provided Production:** The Advertiser is responsible for producing and shipping copy production. Advertiser is responsible for all space costs involved in the event production does not reach Lamar by the established Service Dates. These materials must be produced in compliance with Lamar production specifications and must come with a 60 day warranty against fading and tearing.

INITIALS



Cleveland, OH
12222 Plaza Drive
Parma, OH 44130
Phone: 216-676-4321
Fax: 216-676-5238



Date: 11/2/2022
New/Renewal: RENEWAL
Account Executive: Ashley Brillhart
Phone: 216-676-4321

11. Bulletin Enhancements: Cutouts/extensions, where allowed, are limited in size to 5 feet above, and 2 feet to the sides and 1 foot below normal display area. The basic fabrication charge is for a maximum 12 months.

12. Assignment: Advertiser shall not sublet, resell, transfer, donate or assign any advertising space without the prior written consent of Lamar.

INITIALS



Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Department of Job and Family Services for direct staff support to Summit DD staff and eligible individuals.	Contract supports a dedicated DJFS worker for Summit DD which improves access to services provided by the agency.	Approval of contract for a DJFS dedicated worker effective January 1, 2023 to December 31, 2023. Contract amount not to exceed \$80,000.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA

of Individuals Currently Served: All Medicaid Enrollees

Amount of Increase: \$0

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

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

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

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

Reimbursement will be made to DJFS on a monthly basis in an amount not to exceed \$80,000 annually.

Funds are available in the 2023 budget.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Finance & Facilities Committee

Services & Supports Committee

HR/LR Committee

Date: November 2022

**County of Summit Department of Job and Family Services
1180 South Main Street, Suite 102
Akron, Ohio 44301**

CASE MANAGER AGREEMENT

County of Summit Developmental Disabilities Board

Effective Date: January 1, 2023 – December 31, 2023

Amount: (Paid to DJFS \$80,000.00)

County Board of Control Directive: N/A as paid to CSDJFS

County Council Resolution: 2021-094

**AGREEMENT
BETWEEN**

**COUNTY OF SUMMIT
AND
COUNTY OF SUMMIT DEVELOPMENTAL DISABILITIES BOARD
(FY 2023)**

This Agreement entered into by and between the County of Summit Ohio (“County”) on behalf of the County of Summit Department of Job and Family Services (CSDJFS), having its principal place of business located at 1180 South Main Street, Suite 102, Akron, OH 44301, and **County of Summit Developmental Disabilities Board**, having its principal place of business located at **2355 Second Street, Cuyahoga Falls, Ohio 44221** (Recipient).

WHEREAS, Recipient desires assistance with the application process for Medicaid Programs and Services for Recipient’s patrons residing in Summit County; and

WHEREAS, Recipient desires to engage the services of CSDJFS experienced Case Managers to utilize the CSDJFS computer system.

NOW, THEREFORE, in consideration of mutual and valuable benefits exchanged, the undersigned parties do hereby agree as follows:

1. Recipient will engage the services of up to one (1) full time employee (FTE) CSDJFS Case Manager. **This Agreement shall be in effect for one (1) year commencing on January 1, 2023, and ending on December 31, 2023.** CSDJFS and Recipient shall engage in discussions of Renewal Agreement terms and conditions at least sixty (60) days prior to the expiration of the term.

Should at any time the work volume become unmanageable for one (1) Case Manager, this agreement will be amended to add another full time, or part time, worker upon written consent of both parties.

2. **Recipient’s worksite located at 2355 Second Street, Cuyahoga Falls, Ohio 44221, will utilize up to one (1) FTE Case Manager up to forty (40) hours per week.** The Case Manager will work one hundred percent (100%) of the time, which is invoiced by CSDJFS to Recipient, processing applications for Medicaid Programs and Services.

The Case Manager will work either at the Recipient’s worksite, CSDJFS offices or other locations, as agreed upon by both parties prior to the commencement of services. CSDJFS Case Manager/s will not work at Recipient worksite/s during the Corona Virus Disease (COVID-19) pandemic, or other pandemics, or under conditions deemed unsafe.

3. Recipient shall appoint a contact person for the Case Manager. Any and all communication regarding a Case Manager's work performance shall be through the Case Manager's chain of command.
4. The Case Manager shall continue to be responsible for his/her responsibilities at CSDJFS including attending required meetings and performing other duties as required by the supervisor.
5. Case Manager vacations and/or extraordinary time off will be arranged with CSDJFS and coordinated with the recipient.
6. If an assigned full time Case Manager is unable to report to work for a period longer than fourteen (14) days for any reason other than vacation, then CSDJFS will provide a substitute Case Manager to Recipient within a reasonable period of time. If a replacement Case Manager is not provided by CSDJFS within a reasonable period of time, then Recipient shall not be responsible for payment for the period that no one is available.
7. CSDJFS will provide, maintain and assure each Case Manager has a laptop computer with Ohio Benefits Worker Portal for the purpose of application processing and case maintenance, and a printer.
8. Recipient will provide private office space, office furniture, locking file cabinets, a telephone and a copier for each Case Manager at its site.
9. Compensation and Payment.
 - A. CSDJFS will be responsible for Virtual Private Network (VPN) Box installation and maintenance costs and **Recipient will maintain reliable broadband internet connection services, and be responsible for all costs related to such for the term of the Agreement**, to enable internet connection at Recipient's worksite with Ohio Department of Job and Family Services (ODJFS) Ohio Benefits Worker Portal for the purpose of application processing and case maintenance.
 - B. **Recipient will be responsible for Case Manager's salary/Case Managers' salary, including benefits, in an amount not to exceed Eighty Thousand Dollars and 00/100 (\$80,000.00).** The reimbursement provided to CSDJFS shall be on a quarterly basis.

Invoices shall be submitted to Recipient on a quarterly basis by CSDJFS with a delineation of the compensation paid by CSDJFS to the CSDJFS Case Manager. Recipient shall reimburse CSDJFS within thirty (30) days of receipt of the invoices.

- C. Reimbursement amounts are subject to change depending on, but not limited to, the following list of possible employment status changes:

- a. Employee termination
- b. Employee promotion
- c. Annual cost of living increases
- d. Bargaining Unit Agreement contractual obligations/terms (example, step increases)
- e. Increases or decreases in the cost of employment benefit plans

Furthermore, Recipient acknowledges such employment status changes can occur at anytime during the term of this Agreement. Recipient shall be responsible for any change in benefits and/or wages upon notification by CSDJFS of such changes. CSDJFS shall notify Recipient before the effective date of any increases for the CSDJFS Case Manager.

In the event a CSDJFS Case Manager is terminated, CSDJFS shall replace such Employee as soon as it is economically practicable.

10. Independent Contractor. Nothing contained in this Agreement shall be construed to be or create a joint venture or partnership between Recipient and CSDJFS. The relationship of Recipient to CSDJFS under this Agreement is that of independent Contractor.

11. Responsibility for Audit Exceptions. Recipient agrees to accept responsibility for receiving, replying to and complying with any audit exception from the appropriate state or federal audit authority directly related to the provisions of this Agreement.

- A. Recipient shall submit such audits, monitoring, quality assurance or other reports as requested in writing by County during the Agreement period. Recipient agrees to a special audit of expenditures if requested by the Director of the Department of Job and Family Services on the basis of evidence of misuse or improper accounting of funds.

12. Equal Opportunity Employment/Non-Discrimination.

- A. *Non-discrimination in Performance/Employment*. In carrying out this Agreement, Recipient shall not discriminate against any employee or applicant for employment in any manner in its performance under this Agreement. Similarly, Recipient will ensure that applicants are hired, and that employees are treated during employment without regard to their race, handicap, color, religion, sex, age or national origin, ancestry, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973 and subsequent amendments. Further, in compliance with Executive Order 2019-05D (Dewine), Recipient shall not discriminate against any job applicant in any manner or against any individual regardless of sexual orientation, genetic information or veteran status. Additionally, in compliance with County Ordinances Chapter 169.21 Ordinance 2009-475, Recipient shall not discriminate against any job applicant in any manner or against any individual regardless of

gender identity. Such action includes, but is not limited to, the following: Employment, Upgrading, Demotion, or Transfer; Recruitment or Recruitment Advertising; Layoff or Termination; Rates of Pay or other forms of Compensation; and Eligibility for In-Service Training Programs. Recipient shall comply with all appropriate Federal and State laws regarding such discrimination and the rights to and method of appeal will be made available to all persons under this Agreement. Any Recipient found to be out of compliance may be subject to investigation by the office of Civil Rights, Department of Health and Human Services and termination of this Subaward Agreement.

- B. *EEO Employer.* Recipient warrants that it is an Equal Employment Opportunity employer and is in compliance with all Equal Employment Opportunity statutes, rules, regulations, and Executive Orders and amendments.
 - C. *Posting.* Recipient agrees to post in conspicuous places, available to employees and applicants for employment, notices stating that Recipient complies with all applicable federal and state non-discrimination laws. Recipient will, in all solicitations or advertisements for employees placed by or on behalf of Recipient, state that all qualified applicants shall receive consideration for employment without regard to race, handicap, color, religion, sex, age or national origin, disability, or any other factor as specified in Title VI of the Civil Rights Act of 1964 or Section 504 of the Rehabilitation Act of 1973 and subsequent amendments.
 - D. Recipient additionally certifies that it will comply with all Federal statutes relating to nondiscrimination. These include, but are not limited to the following:
 - a. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;
 - b. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - c. §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; and
 - d. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.) as amended, relating to nondiscrimination in the sale, rental or financing of housing.
 - E. Recipient agrees to collect and maintain data necessary to show compliance with the foregoing nondiscrimination provisions and will incorporate these requirements in all of its subcontracts for the work prescribed herein.
13. HIPAA as Amended by the American Recovery and Reinvestment Act of 2009 (ARRA). Recipient hereby acknowledges that as a business associate as defined in HIPAA those laws and regulations under HIPAA, as amended by the ARRA, apply directly to Recipient. Recipient also acknowledges HIPAA requires that all entities

subject to HIPAA laws and regulations, as amended by the ARRA, notify their members regarding their privacy rights and that it is the entity's responsibility to safeguard its members' protected health information (PHI). Further, Recipient warrants that it will comply with all federal laws, statutes, rules, regulations and any subsequent amendments that govern health plans, health care Recipients and health care clearinghouses. Finally, Recipient recognizes the following provisions of HIPAA, as amended by the ARRA, apply:

- A. Recipient is subject to the requirement to maintain reasonable and appropriate administrative, technical, and physical safeguards (1) to ensure the integrity and confidentiality of the PHI, (2) to protect against any reasonably anticipated (i) threats or hazards to the security or integrity of the PHI; and (ii) unauthorized uses or disclosures of the information; and (3) otherwise to ensure compliance with HIPAA by the officers and employees of Recipient.
 - B. Recipient is subject to periodic compliance audits with regard to HIPAA compliance.
 - C. Recipient is subject to appropriate self-disclosure obligations as defined by the ARRA when a breach of unsecured protected health information (PHI) occurs.
 - D. Recipient is subject to civil and criminal penalties when a breach of unsecured PHI occurs.
 - E. Recipient must adhere to restrictions on certain disclosures and sales of PHI, must account for PHI disclosures, and provide access to individuals to certain PHI if that information is kept in an electronic format.
 - F. Recipient can make certain contacts with individuals as part of health care operations related to marketing communication provided the communications adhere to conditions defined in the ARRA.
14. Conflict of Interest. Any officer, employee, or agent of the Recipient or of County or the CSDJFS who exercises any function or responsibilities in connection with the planning and carrying out of this Agreement or any other persons who exercise any functions or responsibilities in connection with this Agreement shall have no personal financial interest, direct or indirect, in this Agreement. Pursuant to 2 CFR Section 200.112, Recipient shall disclose in writing to County **CSDJFS Contract Administration Division** any potential conflict of interest and all violations of Federal Criminal law involving fraud, bribery, or gratuity violations potentially affecting this Agreement. Additionally, Recipient will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
15. Lobbying Prohibition.
- A. Recipient affirms that no federal funds paid to Recipient by CSDJFS through any agreement have been or will be used to influence, attempt to influence, or otherwise lobby Congress or any federal agency in connection with any contract, grant, cooperative agreement, or loan. Recipient further certifies compliance with

all lobbying restrictions, including 31 U.S.C. 1352, 2 U.S.C. 1601, 29 C.F.R. 93, and any other federal law or rule pertaining to lobbying.

- B. If this Agreement exceeds One Hundred Thousand (\$100,000), Recipient affirms that it has executed and filed Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions if required by federal regulations.
 - C. Recipient certifies compliance with the Ohio executive agency lobbying restrictions contained in ORC 121.60 to 121.69.
16. Assignment. Neither party shall assign its rights or delegate its duties here- under without prior written consent of the other party. Subject to such consent, this Agreement shall be binding upon and for the benefit of the parties hereto, their successors and assigns.
17. Cancellation. This Agreement may be canceled by either party upon thirty (30) days written notice to the other or upon the expiration of the agreed to contractual period.
18. Notice. Any notice required or permitted under this Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to:
- | | |
|---|--|
| County of Summit
Director, Department of Law
175 South Main Street
Akron, Ohio 44308 | County of Summit Developmental
Disabilities Board
2355 Second Street
Cuyahoga Falls, Ohio 44221 |
|---|--|
19. Governing Law. This Agreement is to be governed by and construed in accordance with the laws of the State of Ohio. Any suit brought to enforce any provision of this Agreement or arising from this Agreement must be brought in the Summit County Court of Common Pleas or the United States District Court for the Northern District of Ohio.
20. Waiver. If Recipient fails to perform an obligation, and the County waives that failure, such waiver is limited to the particular failure so waived and shall not be deemed to waive other failures. Waiver by the County is not effective unless it is in writing signed by the County.
21. Reservation of Rights. A delay or failure in enforcing any right or remedy afforded hereunder or by law must not prejudice or operate to waive that right or remedy or any other right or remedy, including any remedy for a future breach of this Agreement, whether of a like or different character.
22. No Authority to Bind. Neither party has the power or authority to bind the other party to contracts or other obligations.
23. Insurance. Recipient will carry and maintain in force at all times relevant professional liability insurance and provide the County certificate of coverage for it.

24. Force Majeure. Neither party must be considered in default in the performance of any obligation hereunder, except the obligation to make payment, to the extent that the performance of such obligation is prevented or delayed by fire, flood, explosion, strike, war, insurrection, embargo, government requirement, civil or military authority, pandemic, act of God, or any other event, occurrence or condition which is not caused, in whole or in part, by that party, and which is beyond the reasonable control of that party. The parties must take all reasonable action to minimize the effects of any such event, occurrence or condition.

25. Compliance. CSDJFS expressly represents that none of the Case Managers assigned to work at Recipient is currently under any investigation by any State or Federal Government agency for Medicare or Medicaid false claims, fraud or abuse. CSDJFS further expressly represents that its Case Managers assigned to Recipient have not been sanctioned by a state or federal government agency, that the Case Managers are not excluded from participating in the Medicare or Medicaid programs, and that no proceeding involving such sanctions or exclusion is pending at this time. CSDJFS also represents that in the event any such investigation is initiated on the Case Managers working at Recipient, it will notify Recipient immediately.

26. Entire Agreement, Modification and Severability. This written Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Agreement shall not be modified, except in writing signed by both parties. In the event that any provision of this Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Agreement and shall be severable.

(End of text. Execution on following page.)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

COUNTY OF SUMMIT
DEVELOPMENTAL DISABILITIES
BOARD

By: _____

Its: _____
Title Date

COUNTY OF SUMMIT DEPARTMENT
OF JOB AND FAMILY SERVICES

Terri Burns Date
Director

Approved as to form:

COUNTY OF SUMMIT, OHIO

Deborah S. Matz, Director Date
Department of Law

Ilene Shapiro Date
EXECUTIVE

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Summit Housing Development Corporation (SHDC) for payment of rent and utilities.	Contract supports rent, utilities, and repairs for respite homes in Summit County.	Approval of contract with SHDC for rent, utilities, and repairs for January 1, 2023 to December 31, 2023. Contract amount not to exceed \$67,320

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA
of Individuals Currently Served: 16
Amount of Increase: \$3,120

This contract is between Summit DD and Summit Housing Development Corporation (SHDC) for the payment of rent, utilities, and expenses for respite homes in Summit County. Summit DD uses these homes for temporary placement of adults and teenagers during a time when they can no longer remain at their current residential location.

	Annual Rent, Utilities & Expenses	Current Funding Sources
Adult Respite Home – Shared ADM & Summit DD		Covered using Shared Pool Funds
Kids Respite Home 1	\$10,200 (1/2 year)	Covered by grant through 7/23
Kids Respite Home 2	\$25,320	Summit DD
Transitional Respite Home	\$8400 (utilities & expenses only)	Summit DD
Remote Support Home	\$23,400	Summit DD

Total cost for this contract is \$67,320. This is a \$3,120 increase from 2022 due to adding additional dollars to cover expenses related to repairs & damages caused by eligible individuals living in the home. Funds are in the 2023 budget.

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

Submitted By: Holly Brugh

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

Date: November 2022

**CONTRACT BETWEEN SUMMIT COUNTY DEVELOPMENTAL
DISABILITIES BOARD AND SUMMIT HOUSING DEVELOPMENT
CORPORATION**

This Contract is made and entered into by and between Summit County Developmental Disabilities Board ("Summit DD"), a Board authorized and created under the provisions of Ohio Revised Code Chapter 5126, with its principal office located at 2355 2nd St. Cuyahoga Falls, OH 44221, and Summit Housing Development Corporation ("SHDC"), an Ohio non-profit corporation with its principal office located at 431 Broad Boulevard, Cuyahoga Falls, Ohio 44321:

WHEREAS, SHDC is a private, not-for-profit corporation, recognized as tax-exempt under Section 501(c)(3) of the Internal Revenue Code, with a corporate purpose of developing, acquiring, and managing affordable housing to individual citizens with developmental disabilities; and

WHEREAS, SHDC is the owner of certain homes located in Barberton, Cuyahoga Falls, Akron, and Stow which are currently used exclusively by Summit DD to fill immediate housing needs of individuals in crisis;

NOW, THEREFORE, the parties desire to formalize this arrangement through this Contract and agree as follows:

I. Summit DD Obligations

- A. Summit DD is responsible to identify, through the team planning process:
 - a. Individuals who are appropriate for housing in a residential option covered by the terms of this Contract;
 - b. Appropriate and adequate providers who are authorized to provide services to individuals; and
 - c. Any unusual risk behaviors of individuals that require notification to SHDC.
- B. Summit DD is responsible to monitor provider compliance with staffing and services provided in the homes; such services to be provided based on individual needs as identified in each Individual Service Plan ("ISP").
- C. Summit DD will address issues relative to the quality of service provision in the homes with the responsible providers.
- D. Summit DD will reimburse SHDC for monthly rent and utilities for each home covered by this Contract. Specific information identifying individual home(s) and cost of rent and utilities for same is identified in Exhibit A, attached hereto and incorporated by reference into this Contract.
- E. Summit DD will reimburse SHDC for repairs or maintenance due to tenant damage, when that damage is outside of ordinary and customary tenant wear and tear and when Summit DD has given prior approval for the expenditures.

II. Summit Housing Development Corporation Obligations

- A. SHDC agrees that it will not seek tenants for any of the homes used for respite under this Contract.
- B. SHDC will maintain each home under this Contract in good condition and shall provide routine maintenance and related repairs at its cost.
- C. SHDC agrees to maintain in its name and in active status all utilities in each home under this Contract.
- D. SHDC will present to Summit DD for prior approval cost estimates for repairs or maintenance that are necessary due to tenant damage and that fall outside of its normal and customary obligations under Section IIB above.

III. Amount of Contract. The amount of this Contract shall not exceed Sixty-Seven Thousand Three Hundred Twenty Dollars and 00/100 (\$67,320) and is limited to Summit DD's 2023 appropriation. Payment shall be made in twelve (12) equal installments based on the costs identified in Exhibit A.

IV. Term and Termination. This Contract is effective from January 1, 2023 through December 31, 2023. This Contract may be terminated by either party at any time for cause or for no cause by providing the other party with notice in writing not less than sixty (60) days prior to terminating this Contract.

IN WITNESS WHEREOF, the parties hereby execute this Agreement as of the date indicated below.

SUMMIT HOUSING DEVELOPMENT
CORPORATION

SUMMIT COUNTY DEVELOPMENTAL
BOARD

Thomas J. Jacobs
Executive Director

Lisa Kamlowksy
Superintendent

Date

Date

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Contract with Merakey to provide a Dual Diagnosis Treatment Team (DDTT) for eligible individuals referred by Summit DD.	There is a lack of comprehensive treatment options, including real time support, for individuals with a co-occurring mental health diagnosis and developmental and intellectual disability (IID).	Recommend that the Board approve a one-year contract with Merakey for the period 1/1/2023 to 12/31/23, for a total contract amount not to exceed \$1,000,000.

SUPPORTING DATA FOR RECOMMENDATION

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

At the end of 2021, Summit DD initiated a new partnership with Merakey to enhance supports for individuals that were diagnosed with an intellectual and/or developmental disability and co-occurring mental health condition that were struggling to live successfully in their community. Through Merakey's Dual Diagnosis Treatment Team (DDTT), Summit DD has been able to offer comprehensive clinical services that are not widely available in the community. DDTT consists of a team of clinical professionals that work in collaboration with the individual service plan team for a duration of 12-18 months to develop strategies to support the person.

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

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

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

Submitted By: Holly Brugh & Drew Williams For: Superintendent/Assistant Superintendent
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee

Date: November 2022

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

To date in 2022 DDTT has been involved with seven people served. Feedback from those teams, including providers has been overwhelmingly positive. On a recent visit to a provider who is supporting someone involved with DDTT they relayed that during a crisis staff called the 24/7 crisis hotline, a DDTT staff came to the home deescalated the situation, supported staff in the moment and avoided the need to call 911.

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

Funds are in the 2023 budget

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

Submitted By: Holly Brugh & Drew Williams

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

Date: November 2022

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

THIS CONTRACT is entered into by and between *MERAKEY ALLOS, INC.* located at 620 E. Germantown Pike, Lafayette Hill, PA 19444, hereinafter referred to as “MERAKEY”; and Summit County Developmental Disabilities Board, located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as “SUMMIT DD”, a political subdivision authorized under the laws of the State of Ohio pursuant to Chapter 5126 of the Ohio Revised Code.

The term of this Contract shall commence on January 1, 2023 and shall remain in effect through December 31, 2023.

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

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

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

I. NATURE OF CONTRACT

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

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

II. FEES AND PAYMENTS FOR SERVICES

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

III. INDEPENDENT CONTRACTORS

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

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

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

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

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

IV. QUALIFICATIONS AND ASSIGNMENT

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

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

V. INDEMNIFICATION

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

VI. ETHICS

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

VII. CONFIDENTIALITY

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

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

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

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

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

VIII. GOVERNING LAW

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

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

IX. NOTICE

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

To SUMMIT DD:

Lisa Kamlowksy, Superintendent
SUMMIT DD
2355 2nd Street
Cuyahoga Falls, OH 44221

To MERAKEY:

Tinnesia Snyder, Senior VP
MERAKEY ALLOS, INC.

620 E. Germantown Pike
Lafayette Hill, PA 19444.

X. ENTIRE CONTRACT

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

XI. SEPARABILITY

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

XII. TERMINATION

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

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

SUMMIT DD

MERAKEY

By _____

By _____

Print Lisa Kamlowsky

Print Tinnesia Snyder

Title Superintendent

Title Senior VP

Date _____

Date _____

E-Mail lkamlowsky@summitdd.org

E-Mail Tsnyder@merakey.org

Phone 330-634-8090

Phone 888-647-0020

BUSINESS ASSOCIATE AGREEMENT

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

This Agreement shall be in effect from January 1, 2023 and shall remain in effect through December 31, 2023.

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

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

1. Definitions

Catch-all definition:

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

Specific definitions:

- b. *Applicable Law* means Federal and Ohio law which applies to transactions and entities covered by this Agreement.
- c. *Applicable Requirements* means all of the following:
 - i. applicable law
 - ii. Policies and procedures of SUMMIT DD which are consistent with applicable law and which apply to information covered by this Agreement and the requirements of this Agreement.
- d. *ARRA* means the American Recovery and Reinvestment Act of 2009.
- e. *Business Associate* means the same as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, means Merakey Allos.
- f. *HIPAA* means the Health Care Portability and Accountability Act of 1996, 42 USC §§ 1320 - 1320d-8 and regulations promulgated there under as may be amended.

- g. *HIPAA Rules* means the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - h. *Individual* includes the individual receiving services from SUMMIT DD and the Personal Representative selected by the individual or other person legally authorized to act on behalf of the individual.
 - i. *Protected Health Information ("PHI")* is information received from or on behalf of the Covered Entity that meets the definition of PHI as defined by HIPAA and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.
 - j. *Underlying Service Contract* means the contract entered into between Summit DD and Merakey Allos.
2. The Business Associate is acting as an independent contractor for all functions set forth in this Business Associate Agreement. Nothing in this Business Associate Agreement shall be construed to give SUMMIT DD any right to control the Business Associate's conduct in the course of performing a service on behalf of SUMMIT DD.
 3. SUMMIT DD shall provide to the Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI.
 4. This Business Associate Agreement states terms and conditions which are in addition to those in the Underlying Service Contract. Nothing in this Agreement shall be interpreted to change the terms of the Underlying Service Contract except to the extent that such a change is specifically required under the terms of this Agreement.
 5. The Business Associate agrees that it shall not receive, create, use or disclose PHI except in accordance with applicable requirements, including, without limitation, all HIPAA Rules applicable to covered entities and business associates, and as follows:
 - a. If necessary for the proper management and administration of the Business Associate or to carry out legal responsibilities of the Business Associate. PHI may only be disclosed to another person/entity for such purposes if:
 - Disclosure is required by law; or
 - Where the Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purposes of the disclosure; and
 - the person/entity agrees to notify the Business Associate of any breaches of confidentiality;
 - b. To permit the Business Associate to provide data aggregation services relating to the health care operations of SUMMIT DD.

6. The Business Associate and SUMMIT DD agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
7. The Business Associate shall establish, use, and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI and shall comply with the HIPAA Rules and requirements regarding security of electronic PHI including, without limitation, the requirements of 45 CFR §§ 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation).
8. The Business Associate shall report to SUMMIT DD any unauthorized uses/disclosures of which it becomes aware, including unauthorized uses/disclosures by subcontractors, and shall take all reasonable steps to mitigate the potentially harmful effects of such unauthorized uses/disclosures. Such report shall be made immediately but not later than 30 days after discovery of the unauthorized uses/disclosures. The report of the unauthorized uses/disclosures, shall include the following information:
 - a. A brief description of what happened, including the date of the unauthorized uses/disclosures and the date of the discovery of the unauthorized uses/disclosures, if known;
 - b. A description of the types of unsecured PHI involved in the unauthorized uses/disclosures (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps individuals should take to protect themselves from potential harm resulting from the unauthorized uses/disclosures;
 - d. A brief description of what the Business Associate is doing to investigate the unauthorized uses/disclosures, to mitigate harm to individuals, and to protect against any further unauthorized uses/disclosures.
9. The Business Associate shall ensure that any of its subcontractors and agents that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information, and shall give prior notice to SUMMIT DD of any subcontractors or agents who are to be given access to PHI.
10. The Business Associate shall make all PHI and related information in its possession available as follows:
 - a. To SUMMIT DD, to the extent necessary to permit SUMMIT DD to fulfill any obligation of SUMMIT DD to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524, including, without limitation, requirements for providing records PHI in electronic form.
 - b. To SUMMIT DD, to the extent necessary to permit SUMMIT DD to fulfill any obligation of SUMMIT DD to account for disclosures of PHI in accordance with 45 CFR § 164.528.

11. The Business Associate shall make PHI available to SUMMIT DD to fulfill SUMMIT DD's obligation to amend PHI and related information in accordance with 45 CFR § 164.526, and shall, as directed by SUMMIT DD, incorporate any approved amendments to PHI or related statements into the information held by the Business Associate and any subcontractors or agents.
12. The Business Associate shall make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of SUMMIT DD available to the U. S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining SUMMIT DD's compliance with the HIPAA Rules, and any amendments thereto.
13. Upon request by an individual, the Business Associate shall account for all disclosures related to such individual made by the BA pursuant to the HIPAA Rules, including, without limitation, accountings required under 45 CFR 164.528.
14. Upon termination of this Agreement, the Business Associate shall, at the option of SUMMIT DD, return or destroy all PHI created or received from or on behalf of SUMMIT DD. The Business Associate shall not retain any copies of PHI except as required by law. If PHI is destroyed, the Business Associate shall provide SUMMIT DD with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, the Business Associate shall extend the protections set forth in applicable HIPAA Rules to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
15. The PHI and any related information created or received from or on behalf of SUMMIT DD is and shall remain the property of SUMMIT DD. The Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
16. Any non-compliance by the Business Associate or SUMMIT DD with the terms of this Agreement or the HIPAA Rules shall be a breach of this Agreement. If either the Business Associate or SUMMIT DD knows of such a breach, each shall take immediate and reasonable steps to cure the non-compliance. In the event that such breach continues, this Agreement shall terminate immediately.
17. Notwithstanding any rights or remedies under this Agreement or provided by law, SUMMIT DD retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, any of its subcontractors or agents, or any third party who has received PHI from the Business Associate.
18. This Agreement shall be binding on the parties and their successors, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.
19. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.
20. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated there under. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

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

To the BA: Tinnesia Snyder
Senior VP
MERAKEY ALLOS, INC.
620 E. Germantown Pike
Lafayette Hill, PA 19444.

To SUMMIT DD: Lisa Kamlowky
Superintendent
2355 2nd Street
Cuyahoga Falls, OH 44221

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

MERAKEY ALLOS, INC.

By: _____ Date _____
Tinnesia Snyder, Senior VP

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

By: _____ Date _____
Lisa Kamlowky, Superintendent

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Allocation of resources for support contracts in 2023	Annual maintenance & licensing fees for main servicing application	The Board approve the request to enter into contracts with Primary Solutions in 2023 for an amount not to exceed \$66,843

SUPPORTING DATA FOR RECOMMENDATION

Total Cost: Not to exceed \$66,843 in 2023

Summit DD uses the Gatekeeper system provided by Primary Solutions as its main application for tracking data for individuals we serve and managing billing activities.

Summit DD also uses OhioDD.com/OhioDD.net provided by Primary Solutions for tracking billing and utilization of services.

The combined annual license cost for Gatekeeper and OhioDD.com will be \$61,843 in 2023, approximately a 2% increase from the 2022 licensing cost.

Summit DD also has funds budgeted in 2023 for customized work and training from Primary Solutions that is beyond what is included in the above licensing agreements. There is \$5,000 allocated for this, but this is a rough estimate amount and actual costs are likely to be less. Historically we have usually spent less than \$1,000/year on custom support work. As noted on another topic, we have a pending launch of the Brittco system, which will eventually replace Gatekeeper. The goal is to complete the majority of our system conversion from Gatekeeper to Brittco over the course of 2023, with the intent to reduce or eliminate Gatekeeper licensing costs in 2024.

The combined licensing and support costs for Gatekeeper, OhioDD.com, and any custom support will be a maximum of \$66,843 for all of 2023, which is allocated in the 2023 budget.

It is recommended that the Board approve the request to enter into contracts with Primary Solutions in 2023 for an amount not to exceed \$66,843.

Recommended for approval by the November Finance & Facilities Committee.

Submitted By: Russ DuPlain

Date: November 2022

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

SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is made and effective January 1, 2023 by and between Primary Solutions, an Ohio Corporation ("Developer") and the County of Summit Board of Developmental Disabilities ("Licensee").

Developer has developed and licenses to users its software program marketed under the name Gatekeeper (the "Software").

Licensee desires to utilize one or more copies of the Software within its own organization.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, Developer and Licensee agree as follows:

License.

Developer hereby grants to Licensee an annual, non-exclusive, limited license to use the Software as set forth in this Agreement. This license will expire one year from the effective date of the Agreement. This license includes rights to install the Software on multiple computers within Licensee's organization, limited only by the license agreement contained in the Sybase SQLAnywhere software accompanying the Software.

Restrictions.

Use of the Software will be restricted to the following modules, as defined by the Software:

- Allocation Recovery Module
- Billing Archive Module
- Case Notes Module
- County Billing Module
- Day Services Module
- Demographics Module
- Employment Module
- Family Support Services Module
- Imaging Interface
- Incident Tracking Module
- Local Payments Module
- Medical History Module
- Service Authorizations Module
- Survey Module
- Tracking Module
- Transportation Module

Licensee shall not modify, copy, duplicate, reproduce, license or sublicense the Software, or transfer or convey the Software or any right in the Software to anyone else without the prior written consent of Developer; it is provided that Licensee may make one copy of the Software for backup or archival purposes.

Fees.

In consideration for the grant of the license and the use of the Software for a period of one year, Licensee agrees to pay Developer the amounts as follows:

- Allocation Recovery Module: \$0.00
- Anywhere: \$0.00
- Billing Archive Module: \$500.00
- Case Notes Module: \$500.00
- County Billing Module: \$0.00
- Day Services Module: \$500.00
- Demographics Module: \$250.00
- Employment Module: \$250.00
- Family Support Services Module: \$500.00
- Imaging Interface: \$500.00
- Incident Tracking Module: \$500.00
- Local Payments Module: \$0.00
- Medical History Module: \$250.00
- OhioDD.net (Basic): \$0.00
- OhioDD.net (Plus): \$8,670.00
- Service Authorizations Module: \$500.00
- Survey Module; \$500.00
- Tracking Module: \$500.00
- Transportation Module: \$500.00
- Consumer Limit – \$47,423.00 for unlimited consumers
- Initial training and implementation of software are included with modules listed above.

In consideration for the support of the Software License, Licensee agrees to pay Developer at a rate of Zero dollars (\$0) per hour for support. Support is considered telephone, email and remote assistance provided by the Developer to the Licensee to use the software as initially trained and implemented that enables typical functionality. Consulting will be billed at the rate of Ninety dollars (\$90) per hour for consulting services. Consulting services includes consultation and training that goes beyond the initial training and implementation of the software or the ability for the Licensee to perform typical functioning. Travel time to the Licensee's site will also be billed at the consulting rate as mutually agreed between the Licensee and the Developer. Customized software development will be billed at a rate of One-Hundred Twenty-Five dollars (\$125) per hour. All hourly charges will be billed in fifteen (15) minute increments. Updates to the software will be provided at no cost to the Licensee.

Warranty of Title.

Developer hereby represents and warrants to Licensee that Developer is the owner of the Software or otherwise has the right to grant to Licensee the rights set forth in this Agreement. In the event of any breach or threatened breach of the foregoing representation and warranty, Licensee's sole remedy shall be to require Developer or to either: i) procure, at Developer's expense, the right to use the Software, ii) replace the Software or any part thereof that is in breach and replace it with Software of comparable functionality that does not cause any breach, or iii) refund to Licensee the full amount of the license fee upon the return of the Software and all copies thereof to Developer.

Warranty of Functionality.

A. For a period of ninety (90) days following delivery of the Software to Licensee (the "Warranty Period"), Developer warrants that the Software shall perform in all material respects according to the Developer's specifications concerning the Software when used with the appropriate computer equipment. In the event of any breach or alleged breach of this warranty, Licensee shall promptly notify Developer and return the Software to Developer at Licensee's expense. Licensee's sole remedy shall be that Developer shall correct the Software so that it operates according to the warranty. This warranty shall not apply to the Software if modified by anyone or if used improperly or in an operating environment not approved by Developer.

B. In the event of any defect in the media upon which the Software is provided arising within thirty (30) days of the date of delivery of the Software, upon return to Developer of the Software upon the original media, Developer shall provide Licensee a new copy of the Software.

Software Maintenance and Technical Support.

For the duration of this the License, Developer shall provide to Licensee any new, corrected or enhanced version of the Software as created by Developer. Such enhancement shall include all modifications to the Software that increase the speed, efficiency or ease of use of the Software or add additional capabilities or functionality to the Software, as well as any substantially new or rewritten version of the Software.

Payment.

Payment of the license fee shall be made within 30 days of the receipt of the invoice. Payment of any other amount owed by Licensee to Developer pursuant to this Agreement shall be paid within thirty (30) days following invoice from Developer. In the event any overdue amount owed by Licensee is not paid following ten (10) days written notice from Developer, then in addition to any other amount due, Developer may impose and Licensee shall pay a late payment charge at the rate of one percent (1%) per month on any overdue amount.

Taxes.

In no event shall Licensee be obligated to pay any tax paid on the income of Developer or paid for Developer's privilege of doing business.

Warranty Disclaimer.

DEVELOPER'S WARRANTIES SET FORTH IN THIS AGREEMENT ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability.

Developer shall not be responsible for, and shall not pay, any amount of incidental, consequential or other indirect damages, whether based on lost revenue or otherwise, regardless of whether Developer was advised of the possibility of such losses in advance. In no event shall Developer's liability hereunder exceed the amount of license fees paid by Licensee, regardless of whether Licensee's claim is based on contract, tort, strict liability, product liability or otherwise.

Governing Law.

This Agreement shall be construed and enforced in accordance with the laws of the state of Ohio.

No Assignment.

Licensee may assign neither this Agreement nor any interest in this Agreement without the prior express written approval of Developer.

Final Agreement.

This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. Only a further writing that is duly executed by both parties may modify this Agreement.

Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then this Agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

IN WITNESS WHEREOF, Developer and Licensee have executed this Software License Agreement on the day and year first above written.

Primary Solutions

County of Summit Board of Developmental Disabilities

By: _____

By: _____

Date: _____

Date: _____

Brian Marshall, President

Printed Name: _____

Email: _____

Summit County Developmental Disabilities Board
TOPIC SUMMARY REPORT

<i>TOPIC</i>	<i>ISSUE/CONCERN</i>	<i>RECOMMENDATION</i>
Allocation of resources for support contracts in 2023	Annual maintenance & licensing fees for servicing application	The Board approve the request to enter into a contract extension with Brittco for an amount not to exceed \$70,200 in 2023
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Total Cost:</i> Not to exceed \$70,200 in 2023</p> <p>Summit DD currently uses the Gatekeeper system provided by Primary Solutions as its main application for supporting individuals we serve and managing related billing activities. Brittco is a competing solution that came out a few years ago and offers a more modern, cloud-based solution that will better fit the needs of our mobile workforce.</p> <p>Over the course of a year or so, staff from multiple departments at Summit DD have worked together to test and configure the software from Brittco, and they recommend making the transition to this platform. The plan is to go live with this solution in the first part of 2023.</p> <p>While this transition will be complicated and take some time to execute, it will provide an improved application for our staff. Additionally, being that it is cloud-based software (hosted by the vendor) it will reduce the amount of support needed from Summit DD IT staff to keep server and end-user devices up to date.</p> <p>The monthly cost for Brittco is \$5,850, which is a fixed price that will not increase. This will result in an annual cost of \$70,200, which includes all training and support.</p> <p>It is recommended that the Board approve the request to enter into a contract extension with Brittco for an amount not to exceed \$70,200 in 2023.</p> <p style="text-align: center;">Recommended for approval by the November Finance & Facilities Committee</p>		

Submitted By: Russ DuPlainDate: November 2022
 For: Superintendent/Assistant Superintendent
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee

Addendum to Agreement

This Addendum to Agreement is made this 18th day of November, 2022, by and between the Summit County Developmental Disabilities Board (hereafter "Summit DD"), 2355 2nd Street, Cuyahoga Falls, Ohio 44221, and the Brittco, LLC, (hereafter "Brittco") with its principal offices located at 14390 Crestview Drive, Novelty, Ohio 44072. (Summit DD and Brittco shall also collectively referred to as "Parties".)

WHEREAS, the Parties entered into an Agreement per Board Resolution No. 21-11-04 for the period January 1, 2022 through December 31, 2022 for the use of Brittco Licensed Software, a copy of this contract is attached hereto and incorporated herein and

WHEREAS, the Parties, pursuant to Section 1 of their existing agreement, desire to extend said Agreement for a period of one year.

NOW, THEREFORE, the Parties agree to the following:

- A. The term of this Contract shall be extended an additional year from January 1, 2023 through December 31, 2023;
- B. Summit DD shall pay Brittco an all-inclusive monthly fee of Five Thousand Eight Hundred and Fifty Dollars (\$5,850.00). This fee includes access and use of the "Brittco Software for County Boards" as well as technical support and ongoing staff training.
- C. All other terms of the current Contract shall remain in full force and effect.

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

SUMMIT DD BOARD

Lisa Kamlowksy

Superintendent
Title

Date

BRITTCO



Scott Flowers

CEO
Title

10/14/2022
Date

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
Increase contract with Northeast Ohio Network (NEON) for the Administration of Family Engagement Program.	Ensuring availability of funds to cover expenses related to the use of the Family Engagement Program.	Recommend that the Board approve an increase of \$75,000 to the one-year contract with NEON in an amount not to exceed \$725,000 for the period of January 1, 2022 through December 31, 2022.

SUPPORTING DATA FOR RECOMMENDATION

Service Area: SSA
of Individuals Currently Served: 685
Amount of Increase: \$75,000

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.

To date, an additional 70 individuals have accessed FEP funds in 2022 vs. 2021. An increase of \$75,000 will cover expenses through the end of the year.

Funds are in the 2022 budget.

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

Submitted By: Holly Brugh

For: _____ Superintendent/Assistant Superintendent

Date: November 2022

Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee

First Amendment to Agreement

This First Amendment to Agreement is made this November 1, 2022, by and between the Summit County Developmental Disabilities Board (hereafter "Summit DD"), 2355 Second St, Cuyahoga Falls, Ohio 44221, and North East Ohio Network (NEON) (hereafter "Contractor") with its principal offices located at 721 Boardman-Poland Rd. Suite 103, Boardman, Ohio 44512.

WHEREAS, the Parties entered into an Agreement per Board Resolution No. 21-12-03 for the period January 1, 2022 through December 31, 2022 for processing payments to eligible individuals pursuant to Summit DD's Family Engagement Program,

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 SEVEN HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$725,000.00) 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

NORTH EAST OHIO NETWORK

Lisa Kamlowsky

Name

Superintendent
Title

Title

Date

Date

Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

TOPIC	ISSUE/CONCERN	RECOMMENDATION
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/Child Care	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

Date: October 2022

 X Services & Supports Committee

 HR/LR Committee

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
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee

Date: October 2022

**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 collages, 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
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee

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 Sherriff'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

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

Date: 10/2022

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

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

Date: October 2022

**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
<i>SUPPORTING DATA FOR RECOMMENDATION</i>		
<p><i>Total Cost:</i> Not to exceed \$101,724 in 2022-2024</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Binary Defense is based in Summit County, with their headquarters located in Stow, OH.</p> <p>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.</p> <p>Recommended for approval by the October Finance & Facilities Committee.</p>		

Submitted By: Russ DuPlain
 For: Superintendent/Assistant Superintendent
 Finance & Facilities Committee
 Services & Supports Committee
 HR/LR Committee
Date: October 2022

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

	10/31/2022				10/31/2021			
	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	\$ 54,579,529	\$ (685,568)	-1.3%	\$ 53,454,163	\$ 53,691,260	\$ (237,097)	-0.4%
REIMBURSEMENTS	8,703,840	7,302,363	1,401,477	16.1%	6,344,000	10,596,037	(4,252,037)	-67.0%
GRANTS	1,805,317	1,384,505	420,812	23.3%	1,683,639	1,217,548	466,091	27.7%
REFUNDS	-	27,825	(27,825)	0.0%	-	23,360	(23,360)	0.0%
OTHER RECEIPTS	37,932	408,580	(370,648)	-977.1%	85,000	177,941	(92,941)	-109.3%
TOTAL REVENUE	\$ 64,441,050	\$ 63,702,802	\$ 738,248	1.1%	\$ 61,566,802	\$ 65,706,146	\$ (4,139,344)	-6.7%
OPERATING EXPENDITURES								
SALARIES	\$ 20,032,262	\$ 16,369,954	\$ 3,662,308	18.3%	\$ 18,967,852	\$ 15,400,710	\$ 3,567,142	18.8%
EMPLOYEE BENEFITS	8,067,946	6,795,230	1,272,716	15.8%	7,816,538	5,962,475	1,854,063	23.7%
MEDICAID COSTS	28,400,000	26,372,684	2,027,316	7.1%	24,300,000	26,626,096	(2,326,096)	-9.6%
DIRECT CONTRACT SERVICES	7,317,641	6,135,566	1,182,075	16.2%	9,089,940	4,893,161	4,196,779	46.2%
INDIRECT CONTRACT SERVICES	1,906,331	1,473,502	432,829	22.7%	1,860,242	1,330,675	529,567	28.5%
SUPPLIES	432,060	299,640	132,420	30.6%	445,602	252,398	193,204	43.4%
TRAVEL AND TRAINING	297,300	215,615	81,685	27.5%	341,460	89,693	251,767	73.7%
UTILITIES	348,000	277,366	70,634	20.3%	535,000	246,857	288,143	53.9%
RENTALS	7,000	4,156	2,844	40.6%	8,245	3,998	4,247	51.5%
ADVERTISING	145,000	116,581	28,419	19.6%	136,000	114,449	21,551	15.8%
OTHER EXPENSES	335,420	306,859	28,561	8.5%	332,635	263,760	68,875	20.7%
EQUIPMENT	65,000	530	64,470	99.2%	112,000	68,629	43,371	38.7%
REAL PROPERTY IMPROVEMENT	100,000	421,187	(321,187)	-321.2%	200,000	13,398	186,602	93.3%
TOTAL EXPENDITURES	\$ 67,453,960	\$ 58,788,870	\$ 8,665,090	12.8%	\$ 64,145,514	\$ 55,266,299	\$ 8,879,215	13.8%
NET REVENUES AND EXPENDITURES	\$ (3,012,910)	\$ 4,913,932			\$ (2,578,712)	\$ 10,439,847		
	BUDGET	ACTUAL						
BEGINNING FUND BALANCE	\$ 63,723,040	\$ 63,723,040						
PLUS: REVENUE	64,441,050	63,702,802						
LESS: EXPENDITURES	(67,453,960)	(58,788,870)						
ENDING FUND BALANCE	\$ 60,710,130	\$ 68,636,972						

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

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

An evenly distributed monthly budget 8.3%
Evenly distributed budget remaining for two months 16.7%

Revenue:

1	Property Taxes:	Second half tax and Homestead and Rollback settlements.	\$	2,907,000
2	Other Receipts:	Flow-through Community Capital Assistance funding received from DODD on behalf of Summit Housing Development Corp. for the purchase of a home.		176,200

Expenditures:

3	Medicaid Costs:	Payments to DODD for the following costs: Quarterly Medicaid waiver administrative fee, Quarterly Medicaid waiver match, Quarterly 6.5% Direct Service Provider retention payment.	\$	438,300 6,083,400 1,339,600
4	Direct Contract Services:	Grants awarded to agency providers to help alleviate high transportation costs.		12,750
5	Indirect Contract Services:	Flow-through Community Capital Assistance funding received from DODD on behalf of Summit Housing Development Corp. for the purchase of a home, Payment of an agreement with Oswald for consulting services in the Human Resources Department, Quarterly payment to Primary Solutions for Gatekeeper and ohioDD.com applications used for billing tracking and utilization of services provided to eligible individuals.		176,200 22,500 15,100
6	Real Property Improvement:	Additional cost for patio and roof repairs at the Cuyahoga Falls location.		46,800

Year to Date

Expenditures:

Employee Benefits:	January was a premium holiday month realizing a cost benefit for medical and dental costs.	\$	(422,900)
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.		349,764 174,500
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.		95,500 10,700 33,600 64,800
Real Property Improvement:	Additional cost for patio and roof repairs at the Barberton and Cuyahoga Falls locations.		421,200

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

Summit County Developmental Disabilities Board

MINUTES - DRAFT

Thursday, October 27, 2022

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, October 27, 2022 at the Summit DD administrative offices located at 2355 2nd Street, Cuyahoga Falls, Ohio 44221. The **work session** convened at 5:32 p.m. Roll call: Allyson James, Dave Dohnal, Tami Gaugler, Meghan Wilkinson, and Denise Ricks.

BOARD MEMBERS PRESENT

Dave Dohnal, Board President
Tami Gaugler, Board Vice President
Meghan Wilkinson
Denise Ricks
Allyson V. James

BOARD MEMBER EXCUSED

Jason Dodson, Board Secretary
Gregg Cramer

ALSO PRESENT

Lisa Kamlowsky, Superintendent
Holly Brugh, Director of SSA & EI
Mira Pozna, Director of Fiscal Services
Drew Williams, Director of Community
Supports & Development
Billie Jo David, Director of Communications
& Quality

James Armstrong, Director of Legal Svs.
Joe Eck, Director of Labor Relations &
Risk Management
Russ DuPlain, Director of IT & Facilities
Danyelle Conner, Director of HR
Maggi Albright, Recording Secretary
And Others

I. SUCCESS 4 KIDZ 2023 CONTRACT

Summit DD follows the evidence-based early intervention (EI) model recommended by the Ohio Department of Developmental Disabilities (DODD) which provides consultative in-home services through a coaching approach. Success 4 Kidz (S4K) has been providing consultative therapy services for the Board since 2007. S4K staff participate in evaluations to determine eligibility for EI services, hold weekly meetings with Help Me Grow (HMG) service coordinators and developmental specialists to ensure families are supported by one primary service provider, provide consultative services to the Inclusion Department for children in childcare centers and are able to add physical and occupational therapy staff to the team of professionals who can serve as primary service providers. In the past eight months, S4K has completed 2,018 home/telehealth visits and evaluations, which is an increase of 108 visits compared to 2021. This has resulted in an increase of 14-15 visits per month which is consistent with the increase in children eligible for EI services. S4K bills \$75/hour (\$18.75/unit) which is the standard Medicaid rate.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

WORK SESSION *(continued)*

I. SUCCESS 4 KIDZ 2023 CONTRACT *(continued)*

The request is to renew a one-year contract for the period January 1, 2023 through December 31, 2023 in an amount not to exceed \$496,500, which is an increase of \$20,000 over the current contract due to increased demand for this service. Funds are available in the budget and the S4K contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

II. UNITED LABOR AGENCY CONTRACT

Summit DD has participated in various collaborations with providers since 2019 to support recruitment and retention efforts for direct support professionals (DSPs). This agenda item seeks to partner with United Labor Agency (ULA), a local workforce development organization, to provide recruiting activities for DSP employment through a contract for the period December 1, 2022 through December 31, 2023 in an amount not to exceed \$200,981. Under this pilot program, ULA will dedicate two full time recruiters to conducting various activities focused on identifying potential candidates for the DSP position. Once candidates are identified, ULA staff will conduct pre-screening to ensure eligibility with DSP certification requirements. If eligible, ULA will then connect candidates to local DODD agencies. Outcome expectations include hiring a minimum of 60 DSPs within the first seven months of the contract. If outcomes are not met, the contract is able to be suspended. ULA has significant workforce development and recruitment experience and currently operates the Ohio Means Jobs centers in Summit, Cuyahoga, and Lake counties. Funds are available in the budget and the ULA contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

III. SUMMIT COUNTY SHERIFF CONTRACT

The request is to renew a contract with the Summit County Sheriff's Office to provide an assigned deputy and vehicle as a dedicated resource in the area of health and safety of persons served. The deputy's responsibilities include investigating criminal cases, conducting interviews, searching for suspects, obtaining warrants, grand jury/courtroom testimony, and other case-specific demands. The deputy also reviews certain MUIs for potential criminal involvement and provides security at the Cuyahoga Falls and Barberton locations. The deputy coordinates with the Prosecutor's office and other law enforcement jurisdictions as needed to educate the community concerning criminal cases involving individuals with disabilities. The contract is for the period January 1, 2023 through December 31, 2023 in an amount not to exceed \$128,342.75. Funds are available in the budget and the contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

WORK SESSION *(continued)*

IV. ADULT GUARDIANSHIP SERVICES CONTRACT

About ten years ago Judge Elinore Stormer started a volunteer guardianship program as part of probate court to support the need for guardians in Summit County. Under her leadership this program has grown and is now a stand-alone 501(c)(3) known as Adult Guardianship Services of Summit County, Inc. Guardians assist 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 typically do not have family or friends to serve in this role, so the court must appoint a guardian. There are currently 336 wards being served through this program, 70 of whom have a diagnosed disability. The request is to enter into a contract for the period January 1, 2023 through December 31, 2023 in an amount not to exceed \$80,500, a \$30,500 increase from previous contributions. The increased funding will allow the program to contract with additional guardians who will receive more intensive training around the DD system, including education on supporting the needs of individuals with developmental disabilities. SSAs report high satisfaction with this program. Funds will be used almost exclusively to cover staff costs associated with monitoring cases and recruiting additional guardians. Adult Guardianship Services also receives funding from a community block grant (\$50,000), the Department of Jobs and Family Services (\$80,500) and the ADM Board (\$209,820). Funds are available in the budget and the AGS contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

V. NORTH EAST OHIO NETWORK (NEON) 2023 CONTRACT

Summit DD contracts with NEON to act as a flow through for reimbursement of funds for families utilizing the Family Engagement Program (FEP). The FEP allows individuals ages birth-22, without Medicaid waivers, the ability to access up to \$1,800 of funding which can be used to participate in activities that enhance their lives such as summer camp, community programs, school activities, therapy, specialized equipment and technology supports. Families pay for goods/services up front and are reimbursed for documented expenses. The contract allows for NEON to deposit reimbursement funds directly into a parent/guardian account. The request is to renew a contract with NEON for the period January 1, 2023 through December 31, 2023 in an amount not to exceed \$657,500, an increase of \$7,500 over the 2022 contract. New in this agreement for 2023 is access to a resource known as an expert in assisting families navigate their private insurance to secure coverage for certain autism services. Funds are available in the budget and the NEON contract has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

WORK SESSION *(continued)*

VI. BINARY DEFENSE CONTRACT RENEWAL

Summit DD currently has layers of defenses to protect its network infrastructure, servers and staff computers. Among these layers is monitoring by a third-party Security Operations Center (SOC) run by Binary Defense, which is an essential component of cybersecurity. Summit DD also purchases licensing from Binary Defense for their Managed Detection and Response (MDR) software to identify security incidents. The SOC monitors 24 hours a day, seven days a week, 365 days per year and investigates any unusual activity. If a potential concern arises, Summit DD staff are notified. There are also quarterly meetings to review information. Summit DD has worked with Binary Defense, a Summit County organization based in Stow, since 2016 and are satisfied with the services. Binary Defense is offering a three-year price lock of \$33,908/year for the MDR licensing. The request is to extend the Binary Defense contract through November 2025 for a total amount not to exceed \$101,724. Funds are available in the budget and the Binary Defense contract renewal has been recommended for approval by the October Finance & Facilities Committee.

VII. SUCCESS 4 KIDZ 2022 CONTRACT AMENDMENT

Over the past eight months there has been an increase in the number of children referred for EI services, specifically for speech and therapy needs. Evaluations for eligibility and caseload size have also increased for all EI and S4K staff. This request is to increase the S4K 2022 contract in the amount of \$20,000, making the total 2022 contract amount not to exceed \$496,500. Visits reflect growth of 14 per month with 112 visits in the past eight months. Caseload size has increased by 20 new children birth to age 3 and 13 children ages 3-5 and there is increased consultations to childcare centers and SSA staff. Funds are available in the budget and the S4K contract amendment has been recommended for approval by the October Services & Supports and Finance & Facilities Committees.

VIII. SEPTEMBER FINANCIAL STATEMENTS

September revenue included second half house trailer tax settlement including homestead rollback of \$12,400, quarterly Medicaid Administrative Claims reimbursement of \$454,900 and flow-through Community Capital Assistance (CCA) funding from DODD of \$176,200. Expenditures for the month included grant awards to provider agencies totaling \$169,700, payments of \$48,500 to providers for the Summit DD Summer Work Program, \$50,000 to the Summit County Volunteer Guardianship Program, \$150,000 incremental funding of the FEP, and flow-through CCA funding from DODD of \$176,200. It was noted that September is a three-pay period month. September ended in a positive position of \$12,422,773 with a fund balance of \$76,145,813. The September Financial Statements have been recommended for approval by the October Finance & Facilities Committee.

The work session adjourned at 5:47 p.m.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

BOARD MEETING

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:47 p.m.

I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD staff, commented on how impressive the workforce development efforts of Summit DD are and that the presentation tonight on this topic was very informative. She expressed gratitude that the Board continues to contract with S4K and talked about the importance of EI services. Ms. Frank mentioned that she attended the Zane's Foundation family festival fundraiser this past weekend, which was a very nicely done community event. She wished all a safe and happy Halloween!

II. APPROVAL OF MINUTES

A. SEPTEMBER 22, 2022 (combined work session and regular meeting)

RESOLUTION No. 22-10-01

Ms. James moved that the Board approve the minutes of the September 22, 2022 combined work session and regular meeting. The motion, seconded by Mrs. Gaugler, was unanimously approved.

III. BOARD ACTION ITEMS

A. SUCCESS 4 KIDZ 2022 CONTRACT AMENDMENT

RESOLUTION No. 22-10-02

Mrs. Gaugler moved that the Board approve an increase of Twenty Thousand Dollars (\$20,000.00) to the one-year contract with Success 4 Kidz Therapy for the period January 1, 2022 through December 31, 2022, and that the Superintendent be authorized to sign said contract amendment. The motion, seconded by Mrs. Ricks, was unanimously approved.

B. SEPTEMBER FINANCIAL STATEMENTS

RESOLUTION No. 22-10-03

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

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT

A. BOARD MEMBER REAPPOINTMENT

Superintendent Kamlowsky announced that Allyson V. James has been reappointed by Judge Stormer to serve an additional four-year term on the Summit DD Board. Superintendent Kamlowsky thanked Ms. James for her past service and for her willingness to continue to serve on the Board. The new term is January 1, 2023 through December 31, 2026.

B. OACB ANNUAL CONFERENCE/DELEGATE ASSEMBLY

The OACB Annual Conference will be held at the Hilton @ Easton in Columbus from Wednesday, November 30th through Friday, December 2nd. The annual Delegate Assembly will take place on Wednesday evening at 6:00 p.m. There are two proposed resolutions that have been submitted for consideration at the Delegate Assembly. County Boards can appoint a delegate, as well as an alternate, to attend the Assembly meeting and vote on the resolutions.

- Proposed Resolution 2022-01 was submitted by OACB Trustees and provides minor changes and updates to OACB By-Laws.
- Proposed Resolution 2022-02 was submitted by the Lucas County Board of DD and requires all county boards to advocate with their appointing authorities to ensure that at least one person eligible for services is appointed as a board member of each county DD board by 2027, or as quickly as readily achievable. This effort has been in process for more than a year and was led by the work of the Ohio Advocacy Task Force and is supported by OACB. It is intended to strengthen and enrich board composition by having a board member who can provide input and ideas informed by their own life experiences and needs.

Superintendent Kamlowsky recommended casting a vote in favor of both proposed resolutions. She noted that staff are putting together a plan to not only educate and inform Summit County appointing authorities about responsibilities and expectations of this role but also to identify and work with individuals who may be interested in serving in this capacity. Mr. Dohnal commented that proposed resolution 2022-02 is overdue and it will be extremely valuable to have an individual with a developmental disability on the Board to give perspective and expertise through their own experiences. Ms. Wilkinson asked if this resolution changes the number of board members from seven to eight and if the new board member would serve the same term. Superintendent Kamlowsky replied the term would be the same and board members would remain at seven. The Delegate Assembly was discussed, and it was decided that Dave Dohnal will be the delegate for Summit DD with Superintendent Kamlowsky as the alternate.

BOARD MEETING *(continued)*

IV. SUPERINTENDENT'S REPORT *(continued)*

C. STATE BUDGET UPDATES

Superintendent Kamlowsky commented that conversations are occurring at the state level relative to capacity of county boards from a system perspective for additional financial participation towards Medicaid rate increases that would allow private providers to increase the wages paid to DSPs. This would be over and above the 6.5% quarterly DSP retention bonus that has already been allocated to county boards. It is likely that DODD will be submitting a flat budget and that the Governor's office will be examining the Medicaid system as a whole relative to adjustments to Medicaid payment rates. Superintendent Kamlowsky advised she will keep the Board updated as additional information becomes available.

D. OTHER MISC. UPDATES

October is national disability employment awareness month and throughout October Summit DD showcased successful employment stories in our community through social media and our website. Mary Helen, who is celebrating 15 years of employment with Summit DD, is featured, as well as Nathan, a former summer work program participant and recent graduate of Nordonia High School, who was hired by GoJo.

October is also cybersecurity month. Russ DuPlain is currently participating in a three-day conference to ensure that Summit DD continues to be a leader in this space. Mr. DuPlain has presented to other county boards and Superintendents on the importance of investing resources in IT security. Superintendent Kamlowsky expressed her appreciation of Mr. DuPlain and his expertise.

Superintendent Kamlowsky and Mira Pozna attended County Council recently and presented Summit DD's 2023 budget. It is anticipated the budget will move forward for full Council approval in the next few weeks.

The property transfer of the former administrative building at 89 E. Howe Rd. to the City of Tallmadge was officially complete as of October 3, 2022. There is also now a lease in place with the County for space in the former Transportation building. The Superintendent thanked Russ DuPlain, James Armstrong and Linda Murphy, from the Executive's office, for their assistance in completing these transactions.

Superintendent Kamlowsky reminded the Board that officers for 2023 will need to be identified. She mentioned that Dave Dohnal as President has been incredibly helpful to her this year in her new role as Superintendent. Next year Summit DD will have a levy on the ballot which will require a little more visibility of board officers. A nominating committee will be appointed in November.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

BOARD MEETING (continued)

V. PRESIDENT'S COMMENTS

Mr. Dohnal recalled a time when "*mental retardation*" was a common phrase and was even part of the Agency name. He said he was initially opposed to the removal of this terminology until one day he overheard his daughter, who has a disability, asking her mom if there was something wrong with her. This made a big impression and shifted his thinking. Mr. Dohnal stated he strongly supports the addition of an individual with a developmental disability as a board member to bring a different perspective and unique experiences.

VI. EXECUTIVE SESSION

RESOLUTION

No. 22-10-04

Mrs. Gaugler moved that the Board enter into Executive Session in compliance with Sunshine Laws, Ohio Revised Code 121.22, Section G, Subsections (1) and (4) to consider the employment of a public employee and collective bargaining matters. Upon reconvening, the Board may or may not conduct additional business. The motion was seconded by Ms. Wilkinson.

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

The regular session of the Board Meeting adjourned at 6:09 p.m.

The Board entered Executive Session at 6:14 p.m.

The Board Meeting reconvened at 6:43 p.m.

VII. ADDITIONAL ACTION ITEMS

A. EMPLOYMENT CONTRACT – JAMES ARMSTRONG

RESOLUTION

No. 22-10-05

Ms. Wilkinson moved that the Board approve a contract of employment with James Armstrong, Director of Legal Services, for the period January 24, 2023 through January 23, 2025. The motion, seconded by Mrs. Ricks, was unanimously approved.

MINUTES – combined work session and regular meeting
Thursday, October 27, 2022

BOARD MEETING *(continued)*

VII. ADDITIONAL ACTION ITEMS *(continued)*

B. WWSA TENTATIVE AGREEMENT

RESOLUTION No. 22-10-06

Ms. James moved that the Board approve a Tentative Agreement for the Weaver Workshop and Support Association (WWSA), OEA/NEA Collective Bargaining Agreement for the period January 1, 2023 through December 31, 2025. The motion, seconded by Mrs. Gaugler, was unanimously approved.

C. BENEFITS FOR THE POSITION OF ASSISTANT SUPERINTENDENT

RESOLUTION No. 22-10-07

Mrs. Gaugler moved that the Board, pursuant to Board Resolution #07-08-09 and #09-01-10, authorize the Superintendent to take all necessary steps to institute the pick-up of the employees share of the statutorily required contributions to the Public Employees Retirement System of Ohio for Assistant Superintendents Drew Williams and Holly Brugh, under the fringe benefit method of employer pick-up, in accordance with Section 414(h)(2) of the Internal Revenue Code. The motion, seconded by Ms. James, was unanimously approved.

There being no further business, the Board Meeting adjourned at 7:10 p.m.

Jason Dodson, Secretary

SUMMIT COUNTY DEVELOPMENTAL DISABILITIES BOARD

2023 BOARD MEETING SCHEDULE

Combined Work Sessions and Regular Monthly Meetings

Board Meetings are held the on the **fourth Thursday** of each month at **5:30 p.m.**, unless otherwise noted (*). Meetings will be held at Summit DD administrative offices located at 2355 2nd, Cuyahoga Falls, OH 44221.

January 26th
February 23rd
March 23rd
April 27th
May 25th
June - **NO MEETING**
July 27th
August 24th
September 28th
October 26th
November 16th (*)
December 14th (*)

January 25, 2024

Please note that meeting dates, locations, or times are subject to change, and may be confirmed by calling 330-634-8082.