

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

# **AGENDA**

Administrative Board Room  
2355 2<sup>nd</sup> Street, Cuyahoga Falls, OH  
Thursday, January 26, 2023  
**5:30 p.m.**

## **ANNUAL ORGANIZATIONAL MEETING**

- I. CALL TO ORDER – 2023 ORGANIZATIONAL MEETING
- II. ELECTION OF OFFICERS
  - A. PROPOSED: PRESIDENT  
VICE PRESIDENT  
SECRETARY
  - B. ELECTION OF OFFICERS
- III. ETHICS COMMITTEE
- IV. ASSIGNMENT OF BOARD MEMBERS TO SUPERINTENDENT COMMITTEES
  - A. PROPOSED: FINANCE & FACILITIES COMMITTEE  
HR/LR COMMITTEE  
SERVICES & SUPPORTS COMMITTEE
- V. BOARD MEMBER DECLARATIONS AND CODE OF ETHICS AND CONDUCT
- VI. ADJOURN ORGANIZATIONAL MEETING

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. 2022 SUMMIT DD YEAR END REPORT

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

- II. 2023 SUMMIT DD ACTION PLAN

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

- III. SUMMIT DD CONTRACT TEMPLATES
- IV. DECEMBER 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. DECEMBER 15, 2022 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. 2023 SUMMIT DD ACTION PLAN
  - B. SUMMIT DD CONTRACT TEMPLATES
  - C. DECEMBER FINANCIAL STATEMENTS
- VII. SUPERINTENDENT’S REPORT
- VIII. PRESIDENT’S COMMENTS
- IX. ADJOURN

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<i><b>TOPIC</b></i>	<i><b>ISSUE/CONCERN</b></i>	<i><b>RECOMMENDATION</b></i>
2022 Action Plan – Year End Report	Review progress of Summit DD's 2022 Action Plan	No action needed. Review progress of the 28 items in the 2022 Action Plan that support the 2022–2024 Long Range Plan.

#### ***SUPPORTING DATA FOR RECOMMENDATION***

Summit DD's longer-term planning cycle is a three-year cycle. Each year of the Long-Range Plan (LRP) Summit DD creates an annual Action Plan outlining the shorter-term action steps to be implemented to meet the objectives identified in the LRP.

The 2022 Annual Action Plan is the first year of the 2022–2024 LRP. There are 28 Action Items in the 2022 Action Plan. Action items cascade into departmental goals and metrics, which then cascade into individual goals. Notable progress during 2022 includes:

#### **LRP Priority 1: Innovate Services**

- Completed child find activities to connect with families eligible for Early Intervention services, including a car seat give away day in collaboration with Akron Children's Hospital.
- Hosted transition fairs for students and families who are transitioning from High School, connecting with more than 100 families throughout the year.
- Provided summer youth work experiences for 60 students.
- Began a pilot during the Fall 2022 identifying 10 people to move along their path to community employment. Outcomes will be tracked to identify process efficiencies throughout the pilot.
- Implemented an MUI quarterly newsletter to proactively identify and address trends and patterns to positively impact health and safety.
- Opened the Smart Home to demonstrate how those we serve can utilize technology to live more independently.
- Selected a provider to develop an independent living skills curriculum through a request for qualifications process.
- Summit County was recognized as a Dementia Friendly community. Summit DD participates in Dementia and Friends training throughout the County.

#### **Priority 2: Support Children and Adults with Intensive Needs**

- Supported those with the most intensive needs through a contract with Merakey; referrals to this program continue to increase.
- Expanded behavior support training for providers through a contract with Total Education Solutions (TES).
- Worked with Akron Municipal Courts to launch the Connect program to support individuals with developmental disabilities.

Submitted By: Billie Jo David

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

Date: 1/17/23

# Summit County Developmental Disabilities Board

## TOPIC SUMMARY REPORT

### Priority 3: Support Our Provider Community

- 15 providers utilize success coaches - data obtained through a partnership with Kent State University report a higher-than-average retention rate among providers who utilize success coaches.
- Expanded recruitment efforts for Direct Support Professionals (DSP) through a contract with a recruitment contractor.
- Provided locally funded DSP appreciation grants to more than 600 providers.

### Priority 4: Internal Culture of Innovation and Accountability

- Conducted listening sessions to identify issues of Diversity, Equity and Inclusion (DEI) that are important to our employees. Continue to engage consultants to work with Summit DD to develop a plan to address issues and consistently create a welcoming culture for all employees.
- Completed an internal audit by the Summit County Fiscal Office.
- Opened the Barberton and Cuyahoga Falls Offices to the public - project was completed on time and within budget.
- 80 team members volunteered for 320 total volunteer hours with community partners.
- More than 100 team members participated in the Pride for All March.
- Hosted hundreds of community members at the Summit DD/City of Cuyahoga Falls Block Party.
- Implemented Core Value Awards to recognize employees who exemplify the core values of Summit DD.
- Engaged more than 10,000 people on Inclusion Day through inclusion kits and admission to the Akron Zoo for wearing orange.

Submitted By: Billie Jo David

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

Date: 1/17/23

## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i><b>TOPIC</b></i>	<i><b>ISSUE/CONCERN</b></i>	<i><b>RECOMMENDATION</b></i>
2023 Action Plan	Details the action items Summit DD will address in 2023 to fulfill the goals of the 2022-2024 Long Range Plan.	Approve 2023 Action Plan

### ***SUPPORTING DATA FOR RECOMMENDATION***

Summit DD considers data and input from those we serve, families, providers, the community, and employees to develop the three-year Long-Range Plan. Summit DD is currently in the second year of the three-year plan that runs from 2023-2024.

Each year, the annual Action Plan outlines specific action items that help Summit DD achieve the priorities identified in the Long-Range Plan. The 2023 Action Plan focuses on addressing 16 action items to achieve the following three-year objectives:

**LRP Objective 1: Using evidence-based best practices, deliver in-person and virtual Early Intervention Services that support the individual outcomes of each child and family.**

**LRP Objective 2: Implement person-centered thinking initiatives.**

**LRP Objective 3: Empower independence through access to technology, transition age support and meaningful day program/employment opportunities.**

**LRP Objective 4: Empower people to live in the community of their choice, as independently as possible, while maintaining health and safety.**

**LRP Objective 5: Capitalize on collaborations with community partners and providers to enhance services for children and adults with intensive needs.**

**LRP Objective 6: Assist providers with recruitment and retention efforts for Direct Service Professionals.**

**LRP Objective 7: Capitalize on the diverse backgrounds, experiences, and cultures of Summit DD team members to support a high performing workforce that reflects the community we serve.**

**LRP Objective 8: Ensure the public understands the value of Summit DD support.**

**LRP Objective 9: Invest in technology and infrastructure that supports the Mission, Vision and Values of the Agency.**

The plan has been distributed to individuals, families, providers, staff and community for feedback.

Submitted By: Billie Jo David

For: \_\_\_\_\_ Superintendent/Assistant Superintendent

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

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

\_\_\_\_\_ HR/LR Committee

Date: 12/8/22

## Mission

Helping people of all abilities reach their full potential, one person at a time.

## Vision

Summit County is a community where people feel included.

## Values

**Trust - Respect - Collaboration - Innovation - Inclusion - Excellence**

### ***Trust***

We want to earn the trust of people we support with every interaction. We realize that this can only be accomplished by delivering on our promises and remaining transparent. It is an honor that people accept us into their lives, and we will not take that for granted.

### ***Respect***

We will actively listen to people we support to understand where they are on their journey and what they want to achieve next. We respect people's choices about their lives.

### ***Collaboration***

We will partner with those we support every step of the way. We will work with community organizations to build relationships that open doors for those we support.

### ***Innovation***

We consistently look for ways to challenge the status quo. We create new opportunities that provide more choices for people of all abilities. We encourage our staff to pursue opportunities to better their skills and knowledge.

### ***Inclusion***

We believe that everyone has a right to live a life where they feel included in their community. We also understand that community means something different to each person. We are committed making connections that are meaningful to those we support, building a community that only sees opportunity in each other.

### ***Excellence***

We believe those we support; parents and the community deserve our very best and we are committed to giving it. We will work to understand the needs and expectations of those we support and continually find ways to meet and exceed those expectations.

## Long Range Plan Priorities

### Priority 1: Innovate Services

**LRP Objective 1: Using evidence-based best practices, deliver in-person and virtual Early Intervention Services that support the individual outcomes of each child and family.**

#### 2023 Action Plans

- 1.1 Complete a program evaluation of Summit County's Early Intervention service delivery model and incorporate best practices into in-person and virtual EI support.
- 1.2 Using established relationships with local childcare centers, increase Early Intervention services to underserved populations by tracking and supporting families from referral through eligibility determination.

**LRP Objective 2: Implement person-centered thinking initiatives.**

#### 2023 Action Plans

- 2.1 Implement updated employee orientation modules for newly hired SSA's and RSS's that reflect best-practices in person-centered planning and service coordination.
- 2.2 Engage providers in person-centered planning and the critical role they have in the process.

**LRP Objective 3: Empower independence through access to technology, transition age support and meaningful day program/employment opportunities.**

#### 2023 Action Plans

- 3.1 Increase access to technology and remote support.
- 3.2 Increase the number of people accessing community-based employment.

**LRP Objective 4: Empower people to live in the community of their choice, as independently as possible, while maintaining health and safety.**

#### 2023 Action Plans

- 4.1 Utilize the new smart model home for individuals to experience assistive technology and remote support options which will help them live more independently.
- 4.2 Implement a pilot curriculum to support youth and adults to gain independent living skills.
- 4.3 Increase access to a variety of residential support options based on the needs of the individual.



## Priority 2: Support Children and Adults with Intensive Needs

**LRP Objective 5: Capitalize on collaborations with community partners and providers to enhance services for children and adults with intensive needs.**

### 2023 Action Plans

- 5.1 Use data to evaluate and make recommendations regarding the success of current projects and collaborations that support individuals with intensive needs

## Priority 3: Support Our Provider Community

**LRP Objective 6: Assist providers with recruitment and retention efforts for Direct Service Professionals.**

### 2023 Action Plans

- 6.1 Using data obtained through a partnership with Kent State University, implement a strategy to expand Direct Support Professional recruitment and retention activities.

## Priority 4: Internal Culture of Innovation and Accountability

**LRP Objective 7: Capitalize on the diverse backgrounds, experiences, and cultures of Summit DD team members to support a high performing workforce that reflects the community we serve.**

### 2023 Action Plans

- 7.1 Develop a Diversity, Equity, and Inclusion improvement strategy through a third-party evaluation.
- 7.2 Capitalize on the unique backgrounds, education, ideas and experiences of employees through team-based problem-solving.

**LRP Objective 8: Ensure the public understands the value of Summit DD support.**

### 2023 Action Plans

- 8.1 Implement an educational campaign that educates the public on the investment and value of local dollars for children and adults with developmental disabilities and the economic impact to local economy.

**LRP Objective 9: Invest in technology and infrastructure that supports the Mission, Vision and Values of the Agency.**

### 2022 Action Plans

- 9.1 Implement new software that will enhance and support Summit DD's core functions.
- 9.2 Implement a new financial management system through the County of Summit.



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

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Revised Contract Templates	Summit DD Updated Contracts	Board approves revised contract templates which updates the language and cited authority to reflect current code sections, agency activities, and provider obligations commensurate with DODD requirements.

**SUPPORTING DATA FOR RECOMMENDATION**

Summit DD created a series of standardized contract templates that more easily assist department directors in drafting basic agreements with providers, individuals, companies, and other public and private entities using language crafted by Summit DD's legal counsel and approved by both the Prosecutor's Office and this Board, thus expediting the approval process when the respective agreements are later reviewed by the Director of Legal Services, Superintendent, and this Board. However, these contract templates have not been revised in many years.

This past year, the leadership team has reviewed the existing contracts, discussing the benefits and, at times, the difficulty the existing templates caused when seeking providers for non-Medicaid waiver services. One of the major issues was the local insurance requirements which exceeded that required by the State of Ohio Department of Developmental Disabilities (DODD) for the provider's certification. This resulted in providers not being willing to comply with current local contract requirements, while simultaneously serving Summit County individuals on a waiver or from other counties whose insurance requirements mirrored that required by DODD. This resulted in additional challenges to find and recommend services to individuals with DD, even though all certified providers were following current DODD insurance mandates. Therefore, one of the revisions is for the provider to comply "with all State insurance mandate requirements for its Department of Developmental Disabilities provider certification." Changing this requirement increases the options when seeking an appropriate provider and continues what was an effective temporary policy change implemented during the Covid-19 emergency, when these insurance requirements were waived due to the provider shortage the pandemic exacerbated.

There were also references to the Ohio Administrative Code using the former citation to these OAC provisions.

**Recommended for approval by the January HR/LR, Services and Supports and Finance & Facilities Committees.**

Submitted By: James Armstrong

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

Date: January 5, 2023



**CONTRACT  
FOR  
NON-MEDICAID FUNDED SERVICES**

**I. PRELIMINARY MATTERS**

**A. PARTIES**

This Contract is made and entered into as of the date signed by the Superintendent of the Summit County Developmental Disabilities Board by and between the Summit County Developmental Disabilities Board (hereinafter "Summit DD"), with its principal office located at 2355 2<sup>nd</sup> Street, Cuyahoga Falls, Ohio 44221, and «Provider» (hereinafter "Provider"), located at \_\_\_\_\_.

**B. TERM**

The term of this Contract shall commence on \_\_\_\_\_ and will remain in effect until and unless terminated by either party as provided in Section XI (A) of this Contract or in the event Summit DD funding becomes unavailable. This Contract supersedes all previous contracts between the parties regarding the subject matter described herein.

**II. DEFINITIONS**

- A. Applicable Law means those federal, state, and local laws and regulations which govern the conduct of the parties to this Contract.
- B. Applicable Requirements includes all the following to the extent that any of these requirements govern the conduct of the parties of this Contract:
  - 1. Applicable laws, rules, and regulations
  - 2. Summit DD policies
  - 3. The requirements of this Contract
- C. Individual means a person with a developmental disability who is receiving locally (non-Medicaid) funded services from the Summit DD.
- D. Service Plan means a written description of the services, supports, and activities to be provided to an Individual, according to requirements set forth under Section II (B) above, and includes an Individual Service Plan (ISP), an Individual Plan for Employment (IPE), and an Individual Family Service Plan (IFSP).
- E. Cost to Live (CTL) is defined as a subsidy that supports the Individual to reside in a community-integrated setting that ensures health, safety, and welfare, meets the needs of the Individual and is based upon the demonstrated need of the Individual and the available resources of the Summit DD. CTL subsidy may be available to assist an Individual in meeting his or her financial obligations for necessary expenses, which may include utilities, rent, food, and medical related expenses. CTL subsidy needs are required to be identified and authorized through the Service Plan.

- F. OAC refers to the Ohio Administrative Code, and any amendment made effective during the term of this Contract.
- G. ODJFS means the Ohio Department of Job and Family Services.
- H. ODODD means the Ohio Department of Developmental Disabilities.
- I. ORC refers to the Ohio Revised Code and any amendment effective during the term of this Contract.
- J. PHI Protected Health Information is information received from or on behalf of Summit DD that meets the definition of PHI as defined by the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 CFR 164.501, and any amendments thereto.

### **III. REQUIREMENTS APPLICABLE TO THE PARTIES**

#### **A. GENERAL REQUIREMENTS**

The parties shall carry out their duties under this Contract in accordance with Applicable Requirements.

#### **B. SCOPE OF CONTRACT**

This Contract shall apply to non-Medicaid services only. Nothing in this Contract shall be interpreted to impose requirements on Medicaid services.

#### **C. HIPAA COMPLIANCE**

The parties shall cooperate in operationalizing requirements imposed upon them by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as may be amended.

### **IV. PROVIDER SERVICE REQUIREMENTS**

#### **A. GENERAL**

Provider shall provide services set forth in this Contract in accordance with Applicable Requirements.

#### **B. SERVICE PROVISION**

1. The Service Plan shall be developed, modified, and executed in accordance with Applicable Requirements. The Provider shall render services outlined in the Individual Service Plan(s) including, but not limited to Residential, Day, Employment, and/or Transportation Services, (hereinafter "Contracted Services") in accordance with said Service Plan and Applicable Requirements.
2. Contracted Services authorized by this Contract shall be limited to approved services pursuant to the Individual Service Plan.
3. The Provider shall promptly notify Summit DD if said Provider believes that a change in an Individual's needs or condition may justify a new authorization or modification to the Individual's Service Plan.

### **C. BASIC DOCUMENTS**

Upon request, Provider shall provide Summit DD with the most recent versions of the following documents:

1. Articles of Incorporation and By-Laws for the Provider
2. Evidence of certification as required under Applicable Requirements
3. Listing of Board Members of Provider

### **D. ENSURING HEALTH AND SAFETY**

The Provider shall take all reasonable measures to ensure the health and safety of Individuals receiving Contracted Services under this Contract.

### **E. STAFFING**

The Provider shall ensure that all staff providing Contracted Services pursuant to this Contract complies with all Applicable Requirements. The Provider shall attract, train, employ and retain competent personnel to deliver Contracted Services.

#### **1. Criminal Background Checks**

The Provider shall conduct background checks on all applicants for employment in direct service positions in accordance with Applicable Requirements to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC §5123.081 or other section of the ORC applicable to the Provider. Failure to conduct such background checks may result in termination of this Contract.

#### **2. Training**

The Provider agrees to complete all training that is required by Applicable Requirements, the attached Service Plans, and any required plan of correction. The Provider shall maintain records to document the receipt of such training. Training costs, if any, shall be borne as agreed upon the parties.

### **F. PROVIDER AUTONOMY**

The Provider is a fully independent and autonomous contractor and retains the ultimate responsibility for the care and service of Individuals to whom services are rendered under this Contract. Summit DD recognizes the Provider as an independent contractor in carrying out its duties under this Contract and as a result, Summit DD shall have no liability for undelivered services or any unpaid claims against the Provider by third parties. Employees of the Provider are not “public employees” for the purpose of membership in the Ohio Public Employees Retirement System.

## **V. INFORMATION AND REPORTS**

### **A. GENERAL ACCESS BY SUMMIT DD**

The Provider shall make available to Summit DD or its designated representative, information including but not limited to records, data, policies and procedures and reports which is reasonably necessary to permit Summit DD to:

1. Monitor and evaluate the Provider’s compliance with the terms of this Contract.
2. Conduct its own investigation of any complaint or incident, and
3. Perform its duties under Applicable Requirements.

## B. FORMAT

Any information or report which is required under this Contract shall be submitted in the format prescribed or approved by Summit DD.

## C. REPORTABLE INCIDENTS

1. The Provider shall ensure that all Major Unusual Incidents (MUI) as well as reports of Individuals having medical or behavioral concerns are reported to Summit DD in accordance with Applicable Requirements. The Provider shall document all Unusual Incidents in accordance with Applicable Requirements.
2. Summit DD's designated contact person for the purpose of reporting all MUI's shall be the Director of MUI. All MUI's shall be submitted to the Summit DD by electronic email to [muireports@summitdd.org](mailto:muireports@summitdd.org) or by facsimile to 330-634-8553.
3. Summit DD shall conduct investigations of MUI's in accordance with Applicable Requirements.
4. The Provider shall cooperate fully in all administrative investigations related to a MUI, and shall take all reasonable steps necessary to prevent the reoccurrence of each MUI.
5. The Provider shall cooperate with Summit DD in implementing action determined to be necessary to correct the conditions which have caused or contributed to the reportable incidents.

## VI. EVALUATION AND ACCOUNTABILITY

### A. GENERAL

The Provider shall cooperate with Summit DD in all monitoring activities, including compliance by the provider with quality assurance activities, certification standards and Provider adherence to Applicable Requirements. In the event the Provider's waiver certification with ODOOD is denied, suspended, or revoked, the parties shall follow Applicable Requirements with respect to the provision and payment of non-Medicaid funded services under this Contract.

### B. DOCUMENTATION AND RECORDS

1. The Provider must maintain current, accurate and complete financial and service records for each individual in accordance with Generally Accepted Accounting Principles (GAAP) and with Applicable Requirements.
2. The Provider shall provide service information to Summit DD in accordance with Applicable Requirements. Payment for services shall not be made until documentation necessary to support the billing has been provided in accordance with Applicable Requirements.

### C. ACCESS TO INFORMATION

Provider shall make available to Summit DD, or to a representative(s) designated by it, all applicable financial records and supporting documentation for claims and services rendered to Individuals under this Contract.

#### D. FISCAL REVIEW

Summit DD shall have the right to inspect and/or audit all applicable financial records of the Provider related to Contracted Services provided under this Contract. The Provider shall respond to and cooperate in arranging compliance with requests for financial records and information. Provider shall take corrective action for adverse findings noted in financial or program compliance reviews or audits and is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse findings.

### VII. PAYMENT

#### A. GENERAL

Summit DD shall make payments required for Contracted Services rendered under this Contract.

1. Unless this Contract specifically provides otherwise, all payments shall be made in full for services provided and for which there is appropriate documentation as set forth in this Contract. The Provider shall accept the payment as payment in full and shall not seek additional reimbursement from any other source for Contracted Services provided under this Contract.
2. Payment for authorized Contracted Services is more fully described in Attachment 1. Summit DD will pay Provider the equivalent Medicaid rate. Payment for other services shall be made at a rate to be negotiated between parties and included on Attachment 1.
3. Authorized Contracted Services and payment for said services are those services which are provided as set forth in Attachment 1.

#### B. BILLING AND PAYMENT PROCEDURES

The Provider shall submit claims for payment under this Contract to Summit DD for the number of service units provided in such form and in such manner as is determined by Summit DD. Summit DD shall issue payment upon receipt of a claim and sufficient documentation that services were provided in accordance with the requirements of this Contract. No payment shall be made unless Provider has provided Contracted Services in accordance with the Service Plan and the requirements of this Contract. Provider must submit all claims for payment on or before three hundred thirty (330) days from the date of service provision.

#### C. AUDIT

Summit DD, as mentioned above in Section VI (D), reserves the right to audit providers records and, if there is a discrepancy, to withhold payment and/or seek reimbursement pending written verification of the services performed and invoiced.

### VIII. INSURANCE

#### A. GENERAL LIABILITY

Provider shall carry liability insurance in amount commensurate with State of Ohio requirements to maintain its Department of Developmental Disabilities provider certification. Provider, by signing this agreement, confirms it fully complies with all State insurance mandate requirements for its Department of Developmental Disabilities provider certification, proof of which to be provided upon request by Summit DD.



**B. AUTOMOBILE**

The Provider shall ensure that there is automobile liability and uninsured/underinsured insurance coverage for all passenger vehicles used to transport Individuals, whether such vehicles are owned by the Provider or its agents or employees, in an amount not less than what is currently mandated by the State pursuant to its Department of Developmental Disabilities provider certification.

**C. WORKERS' COMPENSATION**

The Provider shall provide evidence of workers' compensation coverage upon request by Summit DD.

D. Summit DD shall be named as an additional insured for liability coverage.

E. Summit DD shall have no responsibility for tools, equipment, records or other personal property of Provider or Individual(s), whether such personal property is located on the premises where services are provided or otherwise, and Provider shall carry such insurance as it deems necessary regarding such personal property.

F. Upon request by Summit DD, Provider shall provide Summit DD with a certificate of insurance evidencing each type of coverage required or provided under this Contract.

G. The Provider and the Summit DD agree to fully cooperate, participate, and comply with all reasonable requirements and recommendations of its insurers and insurance brokers issuing or arranging for issuance of the policies required herein, in all areas of safety, insurance program administration, claim reporting and investigating, and audit procedures.

H. Provider agrees to defend and indemnify Summit DD and its agents and employees, against all claims, actions, demands, judgments, settlements, damages, liabilities, losses, and costs of any kind, including but not limited to reasonable fees of attorneys and experts, arising from or related to any of the following by Provider or its officers, employees, contractors or agents: (1) negligence, willful, or malicious act or omission; (2) willful violation or infringement of any patent, trademark, copyright, trade secret, contract, or other right of any third party; (3) unauthorized use or disclosure of confidential information; or (4) any breach of this Contract.

**IX. CONFIDENTIALITY**

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



## **X. DISPUTE RESOLUTION**

- A. In the event of disagreement between the parties as to their rights, duties and obligations under this Contract, the following procedure shall be implemented, at the written request of either party:
1. STEP I
    - a. The Superintendent of the Board, or Chief Executive Officer of the Provider shall indicate and detail the specific problem or conflict situation in writing to the other Chief Executive Officer/Superintendent with copies to the respective Board Chairpersons.
    - b. A meeting between the Executive Directors shall be scheduled to review the facts presented, obtain additional factual material, and agree on a proposed resolution within the context of the established policies of the respective Boards within ten (10) working days after the original presentation of the issue. If no such resolution is achieved, the parties shall move to Step II.
  2. STEP II
    - a. Within ten (10) days of outcome of Step I, written factual materials produced during Step I detailing the problem and the reasons for failure to resolve same shall be presented to the Chairpersons of the respective Boards.
    - b. The Chairpersons will schedule within ten (10) working days a meeting which shall include the members of the Executive Committee of the respective Boards or selected Board members to review the facts and to make recommendations for resolution of the problem. Since resolution at this level may require policy modification of one or both Boards, a period of thirty (30) working days will be allowed for final resolution of problems at this level.
- B. Neither party shall initiate any court action unless and until the dispute resolution procedure set forth in this section has been completed.
- C. Provider shall establish a procedure for affording due process in accordance with Applicable Requirements to Individuals served under this Contract. The Provider shall utilize this procedure in the event of a disagreement between the Provider and the Individual related to the Provider's performance of its duties and obligations under this Contract.

## **XI. TERMINATION, MODIFICATION AND AMENDMENT**

### **A. TERMINATION**

1. 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 90 days prior to terminating this Contract.
2. Notwithstanding the foregoing paragraph, Summit DD may terminate this Contract immediately upon written notice to Provider in the event Summit DD determines, at its sole discretion, that conditions exist which present an immediate and substantial risk to the physical or mental well-being of Individual(s) served under this Contract.

### **B. MODIFICATION AND AMENDMENT**

This Contract may be amended or modified by written agreement of the parties.

## **XII. MISCELLANEOUS**

### **A. ATTACHMENTS**

The Attachments are hereby incorporated as a part of this Contract. In the event that any section of any Attachment is inconsistent with any requirement of this Contract, the terms of this Contract shall govern.

### **B. ENTIRE AGREEMENT**

It is acknowledged by the parties hereto that this Contract supersedes all previous written or oral agreements between the parties concerning the subject matter of this Contract

### **C. SEVERABILITY**

Should any portion of this Contract be deemed unenforceable by any administrative or judicial officer or tribunal of competent jurisdiction, the balance of this Contract shall remain in full force and effect unless revised or terminated pursuant to Article XI of this Contract.

### **D. NOTICES**

All notices, requests and approvals shall be made in writing and shall be deemed to have been properly given when personally delivered or sent, postage prepaid, by certified mail:

TO: Summit County  
Developmental Disabilities Board  
ATTN: Superintendent  
2355 2<sup>nd</sup> Street  
Cuyahoga Falls, Ohio 44221

TO: «Contact»  
«Provider»  
«Address»  
«City», «State» «Zip»

### **E. GOVERNING LAW**

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

### **F. CAPTIONS**

The paragraph captions and headings in this Contract are inserted solely for the convenience of the parties and shall not affect the interpretation or construction of this Contract or any of the terms of this Contract.

### **G. WAIVER**

The waiver or breach of any term of this Contract shall not be interpreted as waiver of any other term of this Contract.

## SIGNATURES

The parties hereto have caused this Contract to be executed by their duly authorized representatives as of the day and year written section in Section 1.B.

**PROVIDER:**  
**«PROVIDER»**

**SUMMIT COUNTY**  
**DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*APPROVED AS TO FORM BY*  
*JOHN F. GALONSKI*  
*DEPUTY CHIEF ASSISTANT SUMMIT COUNTY PROSECUTING ATTORNEY*  
*SUMMIT COUNTY, OHIO*  
*Date: 12/2022*



**SERVICE CONTRACT BETWEEN  
SUMMIT COUNTY DEVELOPMENTAL  
DISABILITIES BOARD  
AND**

This Contract, entered into by and between Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office at 2355 2<sup>nd</sup> Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and \_\_\_\_\_ with its principal office located at \_\_\_\_\_, hereinafter referred to as "Contractor", recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to <Contractor Name > for <services to be provided>.

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

**I. SUMMIT DD OBLIGATIONS**

A. Summit DD shall monitor the quality of services delivered under this Contract in the following manner: \_\_\_\_\_. In the event of an adverse finding, Summit DD will share the results of said finding with Contractor, and initiate corrective action to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice and in accordance with the standards established by Summit DD.

B. **<IDENTIFY ANY OTHER SUMMIT DD OBLIGATION IN THIS SECTION>**

**II. CONTRACTOR OBLIGATIONS**

A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.

B. **<IDENTIFY SPECIFIC SERVICES OF CONTRACTOR>** <May attach as an Exhibit if needed>

C. Contractor shall make available to Summit DD or its designated representative for review all records and data pertaining to payments claims and services rendered to individuals under this contract. Contractor shall initiate corrective action where necessary to improve the quality of services in accordance with that level of service which is recognized as acceptable professional practice.

D. Contractor shall reply to and cooperate in arranging compliance with an identified program or fiscal audit. Contractor is liable to Summit DD for any adverse findings that result from an action it takes or fails to take in the implementation of its response to adverse audit findings.

- E. Contractor shall comply with all professional licensure and certification requirements, including but not limited to furnishing evidence of the following: Contractor shall conduct criminal background investigations of all staff in accordance with Ohio Revised Code § 5123.081. Contractor shall require that all staff meet the Ohio Department of Developmental Disabilities rules and regulations as applicable to Contractor. Contractor shall employ staff in sufficient numbers and with sufficient academic background and/or experience to meet the training, health, safety, social and personal needs of the individual as such needs are mutually agreed upon by the parties. Contractor shall obtain training, which is acceptable to Summit DD for all staff providing services under this Contract. Contractor shall comply with all local, state, and federal requirements regarding non-discrimination, fair employment practices and wage/hour standards, and shall not discriminate based on age, race, color, disability, religion, sex, sexual orientation, military service, or national origin. Contractor shall furnish Summit DD with evidence of appropriate state licensure and credentials as required for all personnel providing services under this Contract.
- F. Contractor agrees to submit all such programmatic and financial information as may reasonably be required by Summit DD:
1. To permit monitoring and evaluation of the faithful performance of services being rendered under this Contract; and
  2. To allow effective program planning, service coordination and resource development.
- G. Contractor shall give notice of incidents adversely affecting health and safety pertaining to individuals receiving services under this Contract to Summit DD's Major Unusual Incident (MUI) Unit and shall provide other additional reports to Summit DD and to such other persons and/or agencies as is required by applicable state and federal law. "Major Unusual Incidents" and "Unusual Incidents" shall be defined for purposes of this Contract as such term is defined in the Ohio Administrative Code § 5123-17-02 and Contractor shall notify Summit DD's MUI Unit within the timelines spelled out in said rule. Notification shall be made by submitting same to Summit DD by electronic mail to [www.muireports@summitdd.org](mailto:www.muireports@summitdd.org) or by facsimile to 330.634.8553.
- H. Contractor shall provide and maintain, in full force and effect, general liability insurance covering Contractor's activities under this contract. This shall include coverage for liability or casualty loss or claims arising from actions by or from the use or occupancy by Contractor of premises used by Contractor in performance of its duties under this contract. Summit DD shall be included as an additional insured on Contractor's liability insurance coverage. Contractor shall provide Summit DD with a copy of Contractor's liability insurance policy before providing services in accordance with the Contract.
- I. Unless parties otherwise agree in writing, if Contractor is not a DODD certified provider and currently in compliance with DODD mandated insurance requirements, such coverage shall be in an amount of no less than \$1,000,000.00/occurrence. Should the policy have a general aggregate limit, such aggregate limit must not be less than \$2,000,000.00.
- J. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to Summit DD upon demand.

- K. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- L. Contractor shall indemnify, save, and hold harmless Summit DD and any agents or employees thereof, from all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage, or injury without the loss to Summit DD.
- M. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- N. Employees of Contractor are not "public employees" for the purpose of membership in the Ohio Public Employees Retirement System.

### **III. CONTRACTOR FINANCIAL OBLIGATIONS**

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

### **IV. CLAIMS AND PAYMENT**

- A. The amount of this Contract shall not exceed < SPELL OUT AMOUNT AND (\$000,000.00) > and is limited to Summit DD'S 20\_\_ appropriation.
- B. **< INDICATE AND IDENTIFY HOW AND WHEN PAYMENTS WILL BE MADE >**  
<May attach payment rates/services as an Exhibit if needed>

### **V. TERM AND TERMINATION**

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



## **VI. CONFIDENTIALITY**

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

## **VII. DISPUTE RESOLUTION PROCESS FOR PERSONS SERVED**

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

## **VIII. MISCELLANEOUS**

### **A. STANDARDS**

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

### **B. ASSIGNMENT**

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

### **C. ENTIRE CONTRACT**

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

### **D. NOTICES**

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

TO: Summit County Developmental Disabilities Board  
ATTENTION: Superintendent  
2355 2<sup>nd</sup> Street  
Cuyahoga Falls, Ohio 44221

TO: INSERT CONTRACTOR INFORMATION

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

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



***SIGNATURES***

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

**INSERT CONTRACTOR INFO:**

**SUMMIT COUNTY DEVELOPMENTAL  
DISABILITIES BOARD**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

*APPROVED AS TO FORM:  
JOHN F. GALONSKI  
DEPUTY CHIEF ASSISTANT SUMMIT COUNTY PROSECUTING ATTORNEY  
SUMMIT COUNTY, OHIO  
Date: 12/2022*

**EXHIBIT 1:**

Status: \_\_\_\_\_ Not-for-Profit                      \_\_\_\_\_ For Profit

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

NAME	ADDRESS

**CONCILIATION PROCEDURE**

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

STEP I

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

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

STEP II

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

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

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



**AGREEMENT BETWEEN  
SUMMIT COUNTY DEVELOPMENTAL  
DISABILITIES BOARD  
AND**

This Agreement is entered into by and between the Summit County Developmental Disabilities Board, a Board authorized, created and appointed under the provisions of Chapter 5126 of the Ohio Revised Code, with its principal office located at 2355 2<sup>nd</sup> Street, Cuyahoga Falls, Ohio 44221, hereinafter referred to as "Summit DD", and \_\_\_\_\_ with its principal office located at \_\_\_\_\_, hereinafter referred to as "Contractor".

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

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

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

1. **Services.** Contractor will provide the following services to Summit DD: \_\_\_\_\_.
2. **Term.** The term of this Agreement shall be from \_\_\_\_\_ to \_\_\_\_\_. Summit DD reserves the right to terminate this Agreement at its sole discretion by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
3. **Payment.** The total amount of this Agreement shall not exceed \$ \_\_\_\_\_. Contractor shall invoice Summit DD with detailed documentation supporting the amount invoiced.
4. **Audit.** Summit DD reserves the right to audit provider records and, if there is a discrepancy, to withhold payment and/or seek reimbursement pending written verification of the services invoiced.
5. **Qualifications.** Contractor represents and warrants that all employees of Contractor are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services assigned to them.
6. **Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from all claims, demands, actions, or causes of action of whatsoever nature or character resulting from the performance of Contractor, its agents and/or employees, and shall make good any loss, damage or injury without loss to Summit DD.
7. **Insurance.** Contractor shall maintain, in full force and effect, all necessary insurance coverages relative to the Contractor's activities under this Contract and, if Contractor is a DODD certified State provider, by signing this agreement, confirms it fully complies with all State insurance mandate requirements for its Ohio Department of Developmental Disabilities provider certification. Contractor shall provide evidence of insurance coverage to Summit DD upon request.

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

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

**(ADD CONTRACTOR NAME HERE):**

**COUNTY OF SUMMIT  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Signature / Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

*APPROVED AS TO FORM BY:  
JOHN F. GALONSKI  
DEPUTY CHIEF ASSISTANT SUMMIT COUNTY PROSECUTING ATTORNEY  
SUMMIT COUNTY, OHIO  
Date: 12/2022*

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

	12/31/2022				12/31/2021			
	2022 ANNUAL BUDGET	2022 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2021 ANNUAL BUDGET	2021 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 53,893,961	\$ 54,579,529	\$ (685,568)	-1.3%	\$ 53,893,961	\$ 53,691,260	\$ 202,701	0.4%
REIMBURSEMENTS	8,703,840	8,908,801	(204,961)	-2.4%	6,344,000	11,870,949	(5,526,949)	-87.1%
GRANTS	1,805,317	1,600,692	204,625	11.3%	1,683,639	1,629,071	54,568	3.2%
REFUNDS	-	28,081	(28,081)	0.0%	-	26,985	(26,985)	0.0%
OTHER RECEIPTS	37,932	417,595	(379,663)	-1000.9%	85,000	185,092	(100,092)	-117.8%
<b>TOTAL REVENUE</b>	<b>\$ 64,441,050</b>	<b>\$ 65,534,698</b>	<b>\$ (1,093,648)</b>	<b>-1.7%</b>	<b>\$ 62,006,600</b>	<b>\$ 67,403,357</b>	<b>\$ (5,396,757)</b>	<b>-8.7%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 20,032,262	\$ 19,358,786	\$ 673,476	3.4%	\$ 18,967,852	\$ 18,216,414	\$ 751,438	4.0%
EMPLOYEE BENEFITS	8,067,946	7,774,733	293,213	3.6% 1	7,816,538	7,286,998	529,540	6.8%
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	7,322,641	7,371,318	(48,677)	-0.7% 2	9,089,940	6,074,906	3,015,034	33.2%
INDIRECT CONTRACT SERVICES	1,906,331	1,740,306	166,025	8.7% 3	1,860,242	1,713,055	147,187	7.9%
SUPPLIES	432,060	364,041	68,019	15.7% 4	445,602	289,488	156,114	35.0%
TRAVEL AND TRAINING	297,300	281,528	15,772	5.3%	341,460	110,055	231,405	67.8%
UTILITIES	348,000	307,281	40,719	11.7%	535,000	290,100	244,900	45.8%
RENTALS	7,000	4,156	2,844	40.6%	8,245	3,998	4,247	51.5%
ADVERTISING	145,000	147,626	(2,626)	-1.8%	136,000	137,634	(1,634)	-1.2%
OTHER EXPENSES	330,420	335,300	(4,880)	-1.5%	332,635	291,826	40,809	12.3%
EQUIPMENT	65,000	9,530	55,470	85.3%	112,000	133,870	(21,870)	-19.5%
REAL PROPERTY IMPROVEMENT	100,000	447,148	(347,148)	-347.1%	200,000	271,466	(71,466)	-35.7%
<b>TOTAL EXPENDITURES</b>	<b>\$ 67,453,960</b>	<b>\$ 64,514,437</b>	<b>\$ 2,939,523</b>	<b>4.4%</b>	<b>\$ 64,145,514</b>	<b>\$ 61,445,906</b>	<b>\$ 2,699,608</b>	<b>4.2%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (3,012,910)</b>	<b>\$ 1,020,261</b>			<b>\$ (2,138,914)</b>	<b>\$ 5,957,451</b>		
	<b>BUDGET</b>	<b>ACTUAL</b>						
<b>BEGINNING FUND BALANCE</b>	\$ 63,723,040	\$ 63,723,040						
PLUS: REVENUE	64,441,050	65,534,698						
LESS: EXPENDITURES	(67,453,960)	(64,514,437)						
<b>ENDING FUND BALANCE</b>	<b>\$ 60,710,130</b>	<b>\$ 64,743,301</b>						

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

Attachment #4

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

**Current Month**

**Revenue:**

Nothing out of the normal course of business.

**Expenditures:**

<b>1</b>	Employee Benefits:	December is a premium holiday month realizing a cost benefit for medical and dental costs.	\$ (473,300)
<b>2</b>	Direct Contract Services:	Transportation Grants and DSP Appreciation Grants awarded to agency providers, Purchase of technology supports to expand virtual observations in early childhood centers, Incremental funding of the Family Engagement Program for individuals enrolled in the program, Contribution to the adult guardianship program, Payment to Merakey Allos for dual diagnosis treatment.	53,500 26,400 140,000 80,500 30,600
<b>3</b>	Indirect Contract Services:	Annual licensing, maintenance and support contract renewals for the following applications: ComDoc - JobRouter workflow system, Altura Communications - phone system.	15,400 28,700
<b>4</b>	Supplies:	Purchase of iPads for the purpose of expanding virtual observations in early childhood centers.	15,000

**Year End**

**Revenue:**

Revenue: Overall revenue is better than budget largely due to better than anticipated property tax collections and an additional 6.2% federal share for Medicaid reimbursements.

**Expenditures:**

Medicaid Costs: Under-budget due to an additional 6.2% federal share of waiver match with the extension to the Public Health Emergency.

Direct Contract Services: Though it was anticipated that individuals would begin attending day programs and community events, this happened at a quicker pace than anticipated. In addition, under-utilized budget areas were repurposed to help providers with high transportation costs and DSP appreciation and retention activities in the form of grants.

Real Property Improvements: Over-budget in this area is due to timing differences in contractor payments for roof and patio repairs at the Cuyahoga Falls and Barberton locations. Payments were made utilizing prior year budgets.



MINUTES – combined work session and regular meeting  
Thursday, December 15, 2022

## Summit County Developmental Disabilities Board

# MINUTES - DRAFT

Thursday, December 15, 2022

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, December 15, 2022 at the Fairlawn-Bath Library located at 3101 Smith Road, Akron, Ohio 44333. The **work session** convened at 5:37 p.m. Roll call: Dave Dohnal, Tami Gaugler, Jason Dodson, Meghan Wilkinson, Allyson V. James, and Gregg Cramer.

### BOARD MEMBERS PRESENT

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

### BOARD MEMBER EXCUSED

Denise Ricks

### ALSO PRESENT

Lisa Kamlowsky, Superintendent	Danyelle Conner, Director of HR
Holly Brugh, Asst. Superintendent	Joe Eck, Director of Labor Relations & Risk Management
Mira Pozna, Director of Fiscal Services	Russ DuPlain, Director of IT & Facilities
Drew Williams, Asst. Superintendent	Maggi Albright, Recording Secretary & Others
Billie Jo David, Director of Communications & Quality	

## I. SUMMIT DD 2023 ACTION PLAN

The Summit DD 2023 Action Plan is the second of a three-year Long-Range Plan (LRP) within which 16 action steps are identified that will move the Agency closer to achieving its LRP objectives. Superintendent Kamlowsky noted at a high level, all of the outcomes we are striving to achieve fall under the four (4) broader priorities of "service innovation", "support for individuals with intensive needs", "support for our provider community", and "cultivating an internal culture of innovation & accountability". Ms. David reviewed highlights of the action plan and identified collaborations with Akron Public Schools, community employment partners, childcare centers, Kent State University and others. Technology is a focus in the plan this year with administrative software transitions of both Brittco and Munis and continued work with landlords on more remote support options that will assist people in living as independently as possible.

## **WORK SESSION** *(continued)*

### I. 2023 SUMMIT DD ACTION PLAN *(continued)*

The Board will continue to support individuals with intensive needs through numerous collaborations with community partners, including the Merakey dual diagnosis treatment team (DDTT) contract. The Board has invested local dollars to support direct service professionals (DSP) retention and recruitment efforts, and this remains a priority. Diversity, equity and inclusion also remains a priority and employees will be working with a consultant to translate the information obtained from listening sessions into action items. Lastly, Summit DD's levy will be on the ballot this year and education around the value of Summit DD funding and support is critical. The 2023 Action Plan has been sent out to solicit public comment and there has been good feedback thus far from providers and the public. Ms. Wilkinson commented on how far inclusive childcare in Summit County has come and it is a much more pleasant experience for families. She noted inclusive childcare services are not as progressive everywhere and she is pleased to see this area in the 2023 Action Plan.

Superintendent Kamlowsky commented that items II.-VIII. on the agenda are contracts that were reviewed in detail with the Board last month and noted there have been no changes to the proposed contracts since last month.

### II. CORNERSTONE ON DEMAND CONTRACT

Cornerstone On Demand (CSOD) is a talent management system for end users and administrators for performance, training, recruiting and applicant tracking that Summit DD began utilizing several years ago. The request is to renew a three-year contract for a total cost not to exceed \$145,581.29. The cost will be \$46,407.44 the first year, \$48,495.77 for the second year and \$50,678.08 for the third year of the contract. These rates reflect a progressive 4.5% annual increase. Funds are available in the budget and the Cornerstone contract has been recommended for approval by the November HR/LR and Finance & Facilities Committees.

### III. LAMAR ADVERTISING CONTRACT

Summit DD has been utilizing Lamar Advertising for several years. The request is for the Board to approve advertising expenditures with Lamar for a total not to exceed \$82,700 in 2023. This advertising is aimed at increasing familiarity and awareness of Summit DD services. Funds are available in the budget and the Lamar contract has been recommended for approval by the November Finance & Facilities Committee.

MINUTES – combined work session and regular meeting  
Thursday, December 15, 2022

## **WORK SESSION** *(continued)*

### IV. DEPARTMENT OF JOB & FAMILY SERVICES CASE MANAGER CONTRACT

Summit DD has been contracting with the Summit County Department of Job and Family Services (DJFS) since 2013 for a dedicated case manager whose sole responsibility is to assist Summit DD staff and eligible individuals/families with Medicaid enrollment, Medicaid waivers, food assistance programs and access to various other DJFS programs. The request is to renew a contract with DJFS in an amount not to exceed \$80,000 for the period January 1, 2023 through December 31, 2023. Funds are available in the budget and the DJFS contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

### V. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT

Summit DD contracts with Summit Housing Development Corporation (SHDC) for payment of rent, utilities and other expenses for four respite homes in Summit County. The request is to renew a contract with SHDC in an amount not to exceed \$67,320 for the period January 1, 2023 through December 31, 2023. It is anticipated that this contract will serve 16 people in 2023. Funds are available in the budget and the SHDC contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

### VI. MERAKEY CONTRACT

At the end of 2021 Summit DD initiated a new partnership with Merakey to enhance supports for individuals diagnosed with an intellectual and/or developmental disability and co-occurring mental health condition who are struggling to live successfully in their community. Through the Merakey Dual Diagnosis Treatment Team (DDTT), Summit DD has been able to offer comprehensive clinical services that are not widely available. The level of treatment and support provided through this contract enhances typical staffing support available through the Medicaid service system. The request is to renew a contract with Merakey in an amount not to exceed \$1,000,000 for the period January 1, 2023 through December 31, 2023. This would provide funding for up to 20 individuals in 2023. Ms. James asked if this is the most expensive contract the Board supports. Superintendent Kamlowsky replied that it is. Funds are available in the budget and the Merakey contract has been recommended for approval by the November Services & Supports and Finance & Facilities Committees.

### VII. PRIMARY SOLUTIONS CONTRACT

Summit DD utilizes the Gatekeeper system provided by Primary Solutions as its main application for tracking data of individuals served and for managing billing activities. Summit DD also uses OhioDD.com/OhioDD.net provided by Primary Solutions for tracking billing and utilization of services.

MINUTES – combined work session and regular meeting  
Thursday, December 15, 2022

## **WORK SESSION** *(continued)*

### VII. PRIMARY SOLUTIONS CONTRACT *(continued)*

The request is to enter into contracts with Primary Solutions for 2023 in an amount not to exceed \$66,843. This amount also includes \$5,000 allocated for customized work and training that may be needed, and it represents a 2% increase over 2022. Funds are available in the budget and the Primary Solutions contract has been recommended for approval by the November Finance & Facilities Committee.

### VIII. BRITTCO ADDENDUM

Brittco is a competing solution to Gatekeeper that was developed several years ago, and it offers a more modern, cloud-based approach that will better fit the needs of a mobile workforce. The request is to enter into a contract extension for 2023 in an amount not to exceed \$70,200. This is a fixed price that also includes training and support. The intention is to operate dual systems in 2023 during the transition. Funds are available in the budget and the Brittco addendum has been recommended for approval by the November Finance & Facilities Committee.

### IX. NOVEMBER FINANCIAL STATEMENTS

November revenue included quarterly Medicaid administrative claims reimbursement of \$573,600 and quarterly Title XX reimbursement of \$91,200. Expenditures for the month included transportation grant awards to providers of \$13,800, payments of \$21,200 to providers participating in the Summit DD sponsored summer work program, \$27,000 payment to Merakey for the DDTT contract, licensing and maintenance fees of \$63,900, and \$15,500 for County audit fees. November ended in a positive position of \$3,307,626 with a fund balance of \$67,030,666.

The work session adjourned at 5:56 p.m.

MINUTES – combined work session and regular meeting  
Thursday, December 15, 2022

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:56 p.m.

### I. PUBLIC COMMENT

Leslie Frank, a parent and former Summit DD employee, submitted comments which were read by Mr. Dohnal: *The 2023 Action Plan is very cohesive and it's great that public input is included. The items being voted on tonight are all terrific, especially the Merakey contract. Congratulations to the Board on all the accomplishments this past year, particularly the opening of the Cuyahoga Falls and Barberton sites; they are so cool! Ms. Frank thanked the Board and employees for their hard work. She added that Superintendent Kamlowsky continues to do a bang-up job and knows her leadership will continue along with Drew Williams and Holly Brugh for many years to come. She also mentioned Maggi Albright does a great job. Ms. Frank wished all a wonderful holiday season and a safe and happy new year; the best is yet to come!*

### II. APPROVAL OF MINUTES

#### A. NOVEMBER 17, 2022 (combined work session and regular meeting)

##### RESOLUTION No. 22-12-01

Ms. Wilkinson moved that the Board approve the minutes of the November 17, 2022, combined work session and regular meeting. The motion, seconded by Ms. James, was unanimously approved.

### III. BOARD ACTION ITEMS

#### A. CORNERSTONE ON DEMAND CONTRACT

##### RESOLUTION No. 22-12-02

Ms. James moved that the Board approve a contract with Cornerstone On Demand for the period December 20, 2022 through December 19, 2025 in an amount not to exceed One Hundred Forty Five Thousand Five Hundred Eighty One Dollars and Twenty Nine Cents (\$145,581.29), and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

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

### III. BOARD ACTION ITEMS *(continued)*

#### B. LAMAR ADVERTISING CONTRACT

##### RESOLUTION No. 22-12-03

Mrs. Gaugler moved that the Board approve a contract with Lamar Advertising for the period January 1, 2023 through December 31, 2023, in an amount not to exceed Eighty-Two Thousand Seven Hundred Dollars (\$82,700), and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Dodson, was unanimously approved.

#### C. DEPARTMENT OF JOB AND FAMILY SERVICES CASE MANAGER CONTRACT

##### RESOLUTION No. 22-12-04

Mr. Cramer moved that the Board approve a contract with the Summit County Department of Job and Family Services for the period January 1, 2023 through December 31, 2023 in an amount not to exceed Eighty Thousand Dollars (\$80,000), and that the Superintendent be authorized to sign said contract. The motion, seconded by Ms. Wilkinson, was unanimously approved with abstention from Mr. Dodson.

#### D. SUMMIT HOUSING DEVELOPMENT CORPORATION CONTRACT

##### RESOLUTION No. 22-12-05

Mr. Dodson moved that the Board approve a contract Summit Housing Development Corporation for the period January 1, 2023 through December 31, 2023 in an amount not to exceed Sixty-Seven Thousand Three Hundred Twenty Dollars (\$67,320), and that the Superintendent be authorized to sign said contract. The motion, seconded by Mr. Cramer, was unanimously approved.

#### E. MERAKEY CONTRACT

##### RESOLUTION No. 22-12-06

Ms. Wilkinson moved that the Board approve a contract with Merakey for the period January 1, 2023 through December 31, 2023 in an amount not to exceed One Million Dollars (\$1,000,000), and that the Superintendent be authorized to sign said contract. The motion, seconded by Ms. James, was unanimously approved.



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

### III. BOARD ACTION ITEMS *(continued)*

#### F. PRIMARY SOLUTIONS CONTRACT

##### RESOLUTION No. 22-12-07

Ms. James moved that the Board approve a contract with Primary Solutions for the period January 1, 2023 through December 31, 2023 in an amount not to exceed Sixty-Six Thousand Eight Hundred Forty Three Dollars (\$66,843), and that the Superintendent be authorized to sign said contract. The motion, seconded by Mrs. Gaugler, was unanimously approved.

#### G. BRITTCO ADDENDUM

##### RESOLUTION No. 22-12-08

Mrs. Gaugler moved that the Board approve a contract addendum with Brittco for the period January 1, 2023 through December 31, 2023 in an amount not to exceed Seventy Thousand Two Hundred Dollars (\$70,200), and that the Superintendent be authorized to sign said contract addendum. The motion, seconded by Mr. Cramer, was unanimously approved.

#### H. NOVEMBER FINANCIAL STATEMENTS

##### RESOLUTION No. 22-12-09

Mr. Dodson moved that the Board approve the November Financial Statements. The motion, seconded by Ms. James, was unanimously approved.

### IV. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky reminded the Board their current committee assignments last through January 2023. Committee assignments for February 2023 through January 2024 will be made at the January Board Meeting. Maggi Albright will email to Board Members requesting preferences for 2023 assignments. A 2023 committee meeting schedule will be developed around Board Member availability and distributed subsequent to the January meeting. Ms. James asked if committees would continue to be held virtually. Superintendent Kamlowsky confirmed.



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

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

Superintendent Kamlowsky commented she cannot believe how fast this past year has gone. She thanked the Board for volunteering their time to serve and acknowledged the time commitment involved in preparing for and attending Board meetings, committee meetings, etc. This Board sets the direction for the Agency from a policy perspective and then trusts the Superintendent to execute. She thanked the Board for the space and support in allowing her and her employees to carry out the Mission of the Board.

### V. PRESIDENT'S COMMENTS

Mr. Dohnal thanked the Superintendent and employees for the work they do. He stated the tour of the smart home defies description. The amount of planning, effort and technology that went into the home will be of great benefit to individuals and families and will enable greater independence. Mr. Dohnal said there are so many wonderful features that he wants to tour the home again to see all of them. He thanked everyone involved in bringing this home to reality. Mr. Dohnal wished all a Merry Christmas and happy new year.

There being no further business, the Board Meeting adjourned at 6:12 p.m.

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Jason Dodson, Secretary