

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

# **AGENDA**

Administrative Board Room  
2355 2<sup>nd</sup> Street, Cuyahoga Falls, OH  
Thursday, April 27, 2023  
**5:30 p.m.**

## **WORK SESSION**

### **DISCUSSION ONLY ITEMS**

- I. PRIME TIME PERSONNEL CONTRACT
- II. RESOURCE EMPOWERMENT CENTER SUMMER YOUTH WORK PROGRAM CONTRACT
- III. WEAVER INDUSTRIES SUMMER YOUTH WORK AND CAREER EXPLORATION CONTRACT

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

*No Items This Month*

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

- IV. MARCH FINANCIAL STATEMENTS

## **BOARD MEETING**

- I. CALL TO ORDER
- II. CAUCUS - BOARD MEMBERS: ADDITIONAL AGENDA ITEMS
- III. CAUCUS – SUPERINTENDENT
- IV. PUBLIC COMMENT
- V. APPROVAL OF MINUTES
  - A. MARCH 23, 2023 (combined Work Session/Regular Meeting)
- VI. BOARD ACTION ITEMS
  - A. MARCH FINANCIAL STATEMENTS
- VII. SUPERINTENDENT'S REPORT
- VIII. PRESIDENT'S COMMENTS
- IX. EXECUTIVE SESSION
- X. ADJOURN

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Payroll Administration Services and employer of record for Summit DD's Summer Work program	Summit DD requires an entity to serve as employer of record and administer payroll for the students enrolled in this program.	Approval of a contract with Prime Time Personnel LLC for an amount not to exceed \$65,650 for the period June 1 <sup>st</sup> to September 30, 2023.

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

**Service Area:** Services to Individuals

**# of Individuals Served:** Around 50 Individuals will be served

Summit DD will be administering a summer work program for individuals between the age of 16 to 20 that are still enrolled in school or recently graduated. This contract provides for an entity, Prime Time Personnel LLC, to 1) serve as the employer of record and 2) process various employment-related documentation on behalf of students participating in Summit DD's Summer work program.

Specifically, Prime Time Personnel LLC. will verify all students are eligible to work legally, process payroll, ensure students are paid weekly and that worker's compensation and other legally required insurances are in place. They will also provide students and their families all required tax related information.

To provide these services Prime Time Personnel LLC will charge a 30% service fee. This will result in Summit DD being billed \$13.13 for every hour a student works; of that amount, \$10.10 will cover wages paid to participants and \$3.03 will cover the service fee. The total cost per student, which includes wages paid and the service fee will be \$1,313. If a student works the full program length, that student will earn \$1,010.

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

Submitted By:   Drew Williams  

Date:   April 1, 2023  

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



**Agreement between Summit County  
Developmental Disabilities Board  
and  
Prime Time Personnel LLC, Inc.**

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 Prime Time Personnel, LLC. with its principal office located at 1602 Home Avenue, Akron, Ohio 44310 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. **Contractor Obligations.** Contractor agrees to provide employment/payroll administration services for the Summit DD Summer Youth Employment Program for up to Fifty (50) youth ("Participants"). Each Participant will be paid \$10.10 per hour. Contractor will charge Summit DD an additional thirty (30) percent surcharge to cover payroll processing, along with Worker's Compensation and Unemployment Insurance, for a total hourly charge of \$13.13 per person. These charges are exclusive of any applicable sales tax which shall be charged to Summit DD where mandated by applicable law.
2. **Summit DD Obligations.** Summit DD agrees that it shall be solely responsible for ensuring Participants are eligible to participate in the Program, that they meet any eligibility and skill qualifications, and that they are provided a work environment that is in compliance with all applicable laws, including all safety laws. Summit DD shall at all times maintain day to day operational direction and control over Participants during the term of this Agreement. Summit DD shall provide the necessary information to Contractor, including hours worked, on a weekly basis for each Participant. Summit DD shall not place any Participant on Contractor payroll that is not legally eligible to work.
3. **Term.** The term of this Agreement shall be from **June 1, 2023 to September, 2023**. Either party reserves the right to terminate this Agreement at its sole discretion. Contractor shall provide a minimum five (5) business days written notice of termination (unless due to Summit DD breach of this Agreement). Summit DD may terminate this Agreement by providing written notice to Contractor effective immediately or on a date of Summit DD's choosing.
4. **Payment.** The total amount of this Agreement shall not exceed **SIXTY FIVE THOUSAND SIX HUNDRED FIFTY DOLLARS (\$65,650.00)** without the express written consent of Summit DD. Contractor shall invoice Summit DD on a weekly basis with detailed documentation identifying the number of hours worked per Participant to support the amount invoiced. Invoices shall be paid within thirty (30) days of receipt.

5. **Qualifications.** Contractor represents and warrants that all employees of Contractor (exclusive of Participants) are properly trained, licensed, sufficiently experienced and otherwise qualified and capable of performing the services contemplated under this Agreement.
6. **Contractor Indemnification.** Contractor shall indemnify, save and hold harmless Summit DD and any agents or employees thereof, from and against any and all third party claims, demands, actions, or causes of action of whatsoever nature or character resulting from the negligent performance or willful misconduct of Contractor, its agents and/or employees (excepting the conduct of Participants), and shall make good any loss, damage or injury without loss to Summit DD with respect thereto, including but not limited to reasonable attorneys fees incurred. In no event shall Contractor have an obligation of indemnity under this paragraph to the extent a claim, demand or cause of action results from the acts, errors or omissions of an indemnified party, its agents or employees.
7. **Insurance.** Contractor shall provide and maintain, in full force and effect, general liability insurance covering the Contractor's activities under this contract in an amount reasonably acceptable to Summit DD. Contractor shall comply with all applicable Workers' Compensation laws and acquire a certificate of insurance, evidence of which must be produced to the Summit DD upon demand.
8. **Confidentiality.** Contractor shall maintain the confidentiality of any records of Summit DD and shall not disclose them except as permitted by law; provided, however, that the laws of Ohio and the requirements of the Summit DD's policies and procedures shall govern this provision. Any information gathered through service delivery is the property of the Summit DD and may not be released without a written authorization.
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.

**PRIME TIME PERSONNEL, LLC.**

**SUMMIT COUNTY  
DEVELOPMENTAL DISABILITIES BOARD**

\_\_\_\_\_  
Joe Moran, President

\_\_\_\_\_  
Lisa Kamlowksy, Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

## Summit County Developmental Disabilities Board

### TOPIC SUMMARY REPORT

<b>TOPIC</b>	<b>ISSUE/CONCERN</b>	<b>RECOMMENDATION</b>
Summit DD's summer youth work program	Contract between Summit DD and Resource Empowerment Center to provide summer work experiences to eligible youth.	Recommend approval of contract with Resource Empowerment Center in the amount not to exceed \$64,320
<b>SUPPORTING DATA FOR RECOMMENDATION</b>		
<p><b>Service Area:</b> Services to Individuals</p> <p>Summit DD will once again be administering a summer work program for individuals between the ages of 16 to 20 that are still enrolled in school or recently graduated. The goal of the summer work program is to provide youth an opportunity to gain job skills, in a supportive environment while earning a paycheck. Those participating will work up to 20 hours a week for 5 weeks in groups of 2-3, with the assistance of a job coach. Transportation to and from their home will also be provided. Over the course of the five years that Summit DD has supported summer work, the industries represented have included retail, manufacturing, health care, and ground maintenance.</p> <p>It is anticipated that Resource Empowerment Center will serve around 16 youth.</p> <p style="text-align: center;"><b>Recommended for approval by the April Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>		

Submitted By: Drew Williams

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

☒ Finance & Facilities Committee☒ Services & Supports Committee☐ HR/LR CommitteeDate: 4/1/2023



**SERVICE CONTRACT BETWEEN  
SUMMIT COUNTY DEVELOPMENTAL  
DISABILITIES BOARD  
AND  
RESOURCE EMPOWERMENT  
CENTER, LLC**

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 **Resource Empowerment Center, LLC**, with its principal office located at **3895 South Main Street, Akron, Ohio 44319**, hereinafter referred to as “Contractor”, recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to **Resource Empowerment Center, LLC** for the provision of **Summer Youth Work Experience** services.

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. CONTRACTOR OBLIGATIONS**

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. Contractor shall provide Summer Youth Work Experience for up to sixteen (16) students during the summer of 2023.
- 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 **SIXTY FOUR THOUSAND THREE HUNDRED TWENTY DOLLARS AND 00/100 (\$64,320.00)**, and is limited to Summit DD’S 2023 appropriation.
- B. Contractor shall be reimbursed at the rate identified in Ohio Administrative Code 5123-9-15 Home and Community-Based Services- Individual Employment Support. Transportation will be reimbursed at the rates identified in Ohio Administrative Code 5123-9-18 Home and Community-Based Services- Non-Medical Transportation.
- C. Contractor shall be reimbursed monthly upon receipt of a detailed invoice.

### V. TERM AND TERMINATION

- A. The term of this Contract shall be from **June 1, 2023 to October 31, 2023**.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in “Exhibit 2” attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.



**VI. CONFIDENTIALITY**

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

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

Contractor shall establish a procedure for affording individuals served due process. 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: Resource Empowerment Center, LLC  
ATTENTION: Mariah Curtis  
3895 South Main Street  
Akron, Ohio 44319

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.

**RESOURCE EMPOWERMENT CENTER, LLC**

**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.

## Summit County Developmental Disabilities Board TOPIC SUMMARY REPORT

<i><b>TOPIC</b></i>	<i><b>ISSUE/CONCERN</b></i>	<i><b>RECOMMENDATION</b></i>
Summit DD's summer youth work and career exploration program	Contract between Summit DD and Weaver Industries to provide summer work experiences and career exploration activities to eligible youth.	Recommend approval of contract with Weaver Industries in the amount not to exceed \$97,440.00
<b><i>SUPPORTING DATA FOR RECOMMENDATION</i></b>		
<p><b><i>Service Area:</i></b> Services to Individuals</p> <p>Summit DD will once again be administering a summer work program for individuals between the ages of 16 to 20 that are still enrolled in school or recently graduated. The goal of the summer work program is to provide youth an opportunity to gain job skills, in a supportive environment while earning a paycheck. Those participating will work up to 20 hours a week for 5 weeks in groups of 2-3, with the assistance of a job coach. Transportation to and from their home will also be provided. Over the course of the five years that Summit DD has supported summer work, the industries represented have included retail, manufacturing, health care, hospitality, and ground maintenance.</p> <p>In addition to the summer work experience, Weaver Industries will facilitate a career exploration program. This program supports youth aged 14-15 and is focused on exploring the world of work and post-secondary education options. Students will be supported in groups of 2 with a job coach to tour local businesses and post-secondary educational/vocational locations for a total of 40 hours over the course of 2 weeks. Locations will be determined based on the interests of the youth participating. Transportation will also be provided. In 2022, youth in the career exploration program visited 13 businesses, which included Petitti's Garden Center, Ace Hardware, Barnes and Noble and Summa Health and Wellness center. They also met with various staff at The University of Akron to review post-secondary educational options.</p> <p>It is anticipated that between the two program Weaver Industries will serve around 48 youth.</p> <p style="text-align: center;"><b>Recommended for approval by the April Services &amp; Supports and Finance &amp; Facilities Committees.</b></p>		

Submitted By: Drew WilliamsFor:            Superintendent/Assistant Superintendent  X   Finance & Facilities CommitteeDate: 4/1/2023  X   Services & Supports Committee           HR/LR Committee



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

This Contract, entered into by and between 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 **Weaver Industries, Inc.**, with its principal office located at **520 South Main Street, Suite 2441, Akron, Ohio 44311**, hereinafter referred to as “Contractor”, recites that:

WHEREAS, the parties desire to enter into a Contract whereby Summit DD will provide reimbursement to **Weaver Industries, Inc.** for the provision of **Summer Youth Work Experience and Career Exploration services**.

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

**I. SUMMIT DD OBLIGATIONS**

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

**II. CONTRACTOR OBLIGATIONS**

- A. Contractor shall maintain all necessary insurance coverage, licenses, certifications, registrations, and credentials required to perform its contractual obligations.
- B. Contractor shall provide Career Exploration services to up to forty (40) students during the summer of 2023. Each student will participate for two weeks at 20 hours per week.
- C. Contractor shall provide Summer Youth Work Experience for up to eight (8) students during the summer of 2023. Each student will participate for five weeks at 20 hours per week.
- D. 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.



- E. 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.
- F. 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.
- G. 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.
- H. 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.
- I. 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.
- J. 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.

- K. 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.
- L. Contractor shall provide upon request of Summit DD the names and addresses of Contractor's current Board members.
- M. Contractor shall indemnify, save, and hold harmless 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.
- N. Contractor shall name Summit DD as a source of funding in any audit, literature, brochure, or presentation.
- O. 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 the dollar amount established per area for a total of **NINETY SEVEN THOUSAND FOUR HUNDRED FORTY DOLLARS AND 00/100 (\$97,440.00)**, and is limited to Summit DD'S 2023 appropriation.
  - **Career Exploration \$65,280.00:** Contractor shall be reimbursed at the rate identified in Ohio Administrative Code 5123-9-15 Home and Community Based Services-Individual Employment Support; transportation will be reimbursed at the rates identified in Ohio Administrative Code 5123-9-18 Home and Community Based Services-Non-Medical Transportation.
  - **Summer Youth Work Experience \$32,160.00:** Contractor shall be reimbursed at the rate identified in Ohio Administrative Code 5123-9-15 Home and Community Based Services-Individual Employment Support; transportation will be reimbursed at the rates identified in Ohio Administrative Code 5123-9-18 Home and Community Based Services-Non-Medical Transportation.
- B. Contractor shall be reimbursed monthly upon receipt of a detailed invoice.

## **V. TERM AND TERMINATION**

- A. The term of this Contract shall be from **June 1, 2023** to **October 31, 2023**.
- B. This Contract may be terminated by Summit DD at any time for cause or for no cause by providing Contractor with notice in writing not less than ninety (90) days prior to terminating this Contract.
- C. In the event of a breach of any provision of this Contract, the non-breaching party may institute Conciliation Procedures as set forth in "Exhibit 2" attached hereto and made a part of this Contract. If the dispute is not resolved within the timeframes identified in the Conciliation Procedure, then the non-breaching party may terminate this Contract by written notice delivered via certified mail.

## **VI. CONFIDENTIALITY**

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

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

Contractor shall establish a procedure for affording individuals served due process. 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: Weaver Industries, Inc.  
ATTENTION: Jeff Johnson  
520 South Main Street, Suite 2441  
Akron, Ohio 44311

- 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.

**WEAVER INDUSTRIES, INC.**

**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.



**SUMMIT COUNTY DD BOARD**  
**COMPARATIVE SUMMARY OF REVENUE, EXPENDITURES AND FUND BALANCE**  
**FOR THE THREE MONTHS ENDED MARCH 31, 2023 AND 2022**

	3/31/2023				3/31/2022			
	2023 ANNUAL BUDGET	2023 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING	2022 ANNUAL BUDGET	2022 YTD ACTUAL	YTD \$ BUDGET REMAINING	YTD % BUDGET REMAINING
<b>OPERATING REVENUE</b>								
PROPERTY TAXES	\$ 54,661,837	\$ -	\$ 54,661,837	100.0%	\$ 53,893,961	\$ -	\$ 53,893,961	100.0%
REIMBURSEMENTS	10,282,400	1,283,193	8,999,207	87.5%	8,703,840	3,752,388	4,951,452	56.9%
GRANTS	2,418,595	314,233	2,104,362	87.0% 1	1,805,317	353,536	1,451,781	80.4%
REFUNDS	-	5,289	(5,289)	0.0%	-	959	(959)	0.0%
OTHER RECEIPTS	39,000	7,717	31,283	80.2%	37,932	21,534	16,398	43.2%
<b>TOTAL REVENUE</b>	<b>\$ 67,401,832</b>	<b>\$ 1,610,432</b>	<b>\$ 65,791,400</b>	<b>97.6%</b>	<b>\$ 64,441,050</b>	<b>\$ 4,128,417</b>	<b>\$ 60,312,633</b>	<b>93.6%</b>
<b>OPERATING EXPENDITURES</b>								
SALARIES	\$ 21,088,114	\$ 5,644,306	\$ 15,443,808	73.2%	\$ 20,032,262	\$ 4,589,753	\$ 15,442,509	77.1%
EMPLOYEE BENEFITS	8,893,468	2,356,764	6,536,704	73.5%	8,067,946	1,635,901	6,432,045	79.7%
MEDICAID COSTS	30,700,000	6,020,808	24,679,192	80.4%	28,400,000	5,987,629	22,412,371	78.9%
DIRECT CONTRACT SERVICES	8,380,489	1,844,565	6,535,924	78.0% 2	7,302,641	1,601,905	5,700,736	78.1%
INDIRECT CONTRACT SERVICES	1,815,522	156,319	1,659,203	91.4%	1,921,331	344,489	1,576,842	82.1%
SUPPLIES	475,570	16,294	459,276	96.6%	432,060	86,055	346,005	80.1%
TRAVEL AND TRAINING	315,400	46,964	268,436	85.1%	297,300	57,771	239,529	80.6%
UTILITIES	203,100	16,165	186,935	92.0%	348,000	103,168	244,832	70.4%
RENTALS	6,500	1,092	5,408	83.2%	7,000	-	7,000	100.0%
ADVERTISING	160,000	7,024	152,976	95.6%	145,000	32,087	112,913	77.9%
OTHER EXPENSES	316,694	24,060	292,634	92.4%	335,420	119,760	215,660	64.3%
EQUIPMENT	58,000	-	58,000	100.0%	65,000	530	64,470	99.2%
REAL PROPERTY IMPROVEMENT	-	6,238	(6,238)	0.0%	100,000	174,415	(74,415)	-74.4%
<b>TOTAL EXPENDITURES</b>	<b>\$ 72,412,857</b>	<b>\$ 16,140,599</b>	<b>\$ 56,272,258</b>	<b>77.7%</b>	<b>\$ 67,453,960</b>	<b>\$ 14,733,463</b>	<b>\$ 52,720,497</b>	<b>78.2%</b>
<b>NET REVENUES AND EXPENDITURES</b>	<b>\$ (5,011,025)</b>	<b>\$ (14,530,167)</b>			<b>\$ (3,012,910)</b>	<b>\$ (10,605,046)</b>		
	<b>BUDGET</b>	<b>ACTUAL</b>						
<b>BEGINNING FUND BALANCE</b>	\$ 64,743,301	\$ 64,743,301						
PLUS: REVENUE	67,401,832	1,610,432						
LESS: EXPENDITURES	(72,412,857)	(16,140,599)						
<b>ENDING FUND BALANCE</b>	<b>\$ 59,732,276</b>	<b>\$ 50,213,134</b>						

Recommended for approval by the April  
Finance & Facilities Committee

Attachment #4

**SUMMIT COUNTY DD BOARD  
NOTES TO FINANCIAL STATEMENT  
FOR THE THREE MONTHS ENDED MARCH 31, 2023  
(Rounded)**

<b>An evenly distributed monthly budget</b>	<b>8.3%</b>
<b>Evenly distributed budget remaining for nine months</b>	<b>75.0%</b>

**Revenue:**

<b>1</b>	Grants:	Quarterly Title XX grant reimbursement.	\$	72,100
		Help Me Grow grant reimbursement.		220,970

**Expenditures:**

<b>2</b>	Direct Contract Services:	Grants awarded to providers to help offset DSP appreciation and retention activities.	\$	23,920
		Payment to Merakey Allos for dual diagnosis treatment.		155,580

**Year to Date**

**Revenue:**

Property Taxes:	Approximately 49% of the annual property tax collection is expected in April.
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**Expenditures:**

Direct Contract Services:	Grants awarded to providers to help offset DSP appreciation and retention activities.	\$	63,220
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MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

## Summit County Developmental Disabilities Board

### **MINUTES - DRAFT**

Thursday, March 23, 2023

5:30 p.m.

The **combined work session and regular monthly meeting** of the Summit County Developmental Disabilities Board was held on Thursday, March 23, 2023 at the Summit DD administrative offices located at 2355 2<sup>nd</sup> Street, Cuyahoga Falls, Ohio 44221. The **work session** convened at 5:30 p.m.

#### BOARD MEMBERS PRESENT

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

#### BOARD MEMBER EXCUSED

Meghan Wilkinson

#### ALSO PRESENT

Lisa Kamlowsky, Superintendent  
Drew Williams, Assistant Superintendent  
Holly Brugh, Assistant Superintendent  
James Armstrong, Director of Legal Services  
Mira Pozna, Director of Fiscal Services  
Maggi Albright, Recording Secretary

Billie Jo David, Director of  
Communications & Quality  
Joe Eck, Director of Labor Relations  
& Risk Management  
Russ DuPlain, Director of IT & Facilities  
and others

#### I. LEVY FUNDING CYCLE: JANUARY 1, 2025 THROUGH DECEMBER 31, 2030 – NOVEMBER 2023 BALLOT ISSUE

Summit DD's operations are funded primarily through one property tax levy, a 4.5 mill levy passed by voters in November 2005. Summit DD has operated on that same millage for three levy cycles (18 years) without a funding increase and today is serving about 30% (about 1,000) more individuals than the original levy was designed to support, all at the same funding level. It is estimated that 5,573 children and adults with developmental disabilities will need support by the end of the next levy cycle in 2030. The levy forecast is for the period 2025-2030 and is based upon a replacement of the existing 4.5 mill levy. According to estimates provided by the county fiscal office, a replacement will cost taxpayers \$43.00 per year for \$100,000 property value (\$3.58/month). This will generate an additional \$9.5M per year in revenue. A replacement levy will result in the least amount of financial stress on Summit County households, while continuing the vital services to thousands of eligible individuals for years to come. It also positions the Board to favorably meet expected Medicaid rate increases set by the State of Ohio and holds harmless the County's general fund, which would otherwise bear the responsibility to pay for Medicaid waiver costs.

MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

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

### **I. LEVY FUNDING CYCLE: JANUARY 1, 2025 THROUGH DECEMBER 31, 2030 – NOVEMBER 2023 BALLOT ISSUE** *(continued)*

A successful replacement levy will ensure funding continues to support more than 2,300 adults who receive residential, day services, employment supports and transportation; early intervention services to over 700 children, service coordination to more than 4,000 individuals, access to community-based summer camps, respite, adaptive equipment, therapies, career exploration and academic support to 1,700 school-aged youth, health and safety investigations for over 1,300 individuals each year, support to over 400 Special Olympics athletes, and collaboration, training and resources to almost 850 private disability service providers. This increased funding will also ensure that newly eligible individuals identified in the next levy cycle will have access to those service and support options as well. Superintendent Kamlowsky noted there has been one change in assumptions since the Board first reviewed the levy forecast in February. Based on the Board's feedback, the leadership team reviewed each non-direct service line item and reduced the budget by \$1M in the areas of consultants, IT costs, advertising and conferences. Mr. Dodson asked if the \$1M is per year or over the six-year levy cycle. Superintendent Kamlowsky replied it is over the levy cycle. Once the Board approves the levy request, it then goes to the Social Services Advisory Board (SSAB) Budget and Levy Review Committee, then on to the full SSAB in April. After that the Superintendent will work with the County Executive's office to sponsor legislation for County Council's consideration in May. The levy funding request has been reviewed by the Board at the February 27<sup>th</sup> special meeting and recommended for approval by the March Finance & Facilities Committee.

### **II. AGENCY LIABILITY INSURANCE RENEWAL**

Summit DD must maintain risk protection for Board operations and property. The recommendation is to renew the purchase of liability insurance through Selective Insurance Company for the period April 1, 2023 through March 31, 2024 in an amount not to exceed \$71,803. This cost represents a 12% increase over last year due to increased real and personal property values, increase in the number of rated professional employees, increased stopgap, flood and earthquake coverage, and is in line with market trends. Mr. Dohnal asked about the cost for additional flood and earthquake coverage. Mr. Eck replied those coverages are \$1,041. Selective Insurance Company of America has an A.M. Best's rating of "A" (excellent) and the Board has worked with this organization for many years and is satisfied with their service. Funds are available in the budget and the March Finance & Facilities Committee recommends approval of Agency liability insurance renewal with Selective Insurance.

MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

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

### III. JANUARY/FEBRUARY FINANCIAL STATEMENTS

Expenditures for the two-month period ending February 28, 2023 included payments to the Ohio Department of Developmental Disabilities (DODD) of \$450,700 for quarterly Medicaid waiver administration fees and \$5,570,100 for quarterly waiver match. Grant awards of \$39,300 were paid to local providers for DSP appreciation and retention activities; Special Olympics received \$32,300 for event and administration expenses; UDS was paid \$12,500 for the toy resource center; an annual payment of \$24,700 was made to Kronos for timekeeping system; and \$46,400 was paid to Cornerstone On Demand for annual licensing fees. Approximately 49% of the annual property tax collection is expected in March or April. February ended in a deficit position of \$11,345,306 and a fund balance of \$54,397,995. It was noted a deficit position will remain until first half tax settlement is received, which is expected in April. The January/February Financial Statements have been recommended for approval by the March Finance & Facilities Committee.

The work session adjourned at 5:45 p.m.

MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

## **BOARD MEETING**

The **regular monthly meeting** of the Summit County Developmental Disabilities Board convened at 5:45 p.m.

### **I. CAUCUS - SUPERINTENDENT**

Superintendent Kamlowsky noted an additional item of business as the Administrative Agent for the Summit County Family & Children First Council (FCFC) in the form of a resolution needed to delegate to the Superintendent the authority to approve residential treatment provider contracts for SFY 2023-2024, as requested by FCFC to ensure timely and uninterrupted placements for youth served through the Council.

### **II. PUBLIC COMMENT**

Leslie Frank, a parent and former Summit DD staff, thanked Superintendent Kamlowsky for speaking at a recent Cuyahoga Falls Democratic Club meeting. Ms. Frank mentioned she toured the Summit DD smart home recently with Jennifer Hudak and Carmen Penedo and was astounded by all the assistive technology available. She commented that Ms. Hudak and Ms. Penedo did a wonderful job touring the home and spotlighting the many incredible features. Ms. Frank congratulated Joe Eck and Billie Jo David on their recent contract extensions. She wished all Happy Easter!

### **III. APPROVAL OF MINUTES**

#### **A. FEBRUARY 23, 2023 (combined work session and regular meeting)**

##### **RESOLUTION**

##### **No. 23-03-01**

Mrs. Ricks moved that the Board approve the minutes of the February 23, 2023 combined work session and regular meeting. The motion, seconded by Mr. Dodson, was unanimously approved.

#### **B. FEBRUARY 27, 2023 (special Board Meeting)**

##### **RESOLUTION**

##### **No. 23-03-02**

Mr. Dodson moved that the Board approve the minutes of the February 27, 2023 special Board Meeting. The motion, seconded by Ms. James, was unanimously approved.



MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

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

### IV. BOARD ACTION ITEMS

- A. LEVY FUNDING CYCLE: JANUARY 1, 2025 THROUGH DECEMBER 31, 2030 – NOVEMBER 2023 BALLOT ISSUE

#### RESOLUTION No. 23-03-03

Ms. James moved that the Board approve requesting the County of Summit submit to the voters of the County the question of replacing the existing 4.5 mill tax levy for the programs and services of the Summit County Developmental Disabilities board, as presented in the resolution form in attachment #7. The motion, seconded by Mrs. Gaugler, was unanimously approved.

Roll call: Dave Dohnal-yes, Tami Gaugler-yes, Allyson V. James-yes, Denise Ricks-yes, Gregg Cramer-yes, and Jason Dodson-yes.

- B. AGENCY LIABILITY INSURANCE

#### RESOLUTION No. 23-03-04

Mrs. Gaugler moved that the Board approve the renewal of liability insurance with Selective Insurance Company, for the period April 1, 2023 through March 31, 2024, in an amount not to exceed Seventy-One Thousand Eight Hundred Three Dollars (\$71,803), and that the Superintendent be authorized to take necessary action to effectuate said insurance. The motion, seconded by Mrs. Ricks, was unanimously approved.

- C. JANUARY/FEBRUARY FINANCIAL STATEMENTS

#### RESOLUTION No. 23-03-05

Mr. Cramer moved that the Board approve the January/February Financial Statements. The motion, seconded by Mr. Dodson, was unanimously approved.

MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

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

### V. BUSINESS AS ADMINISTRATIVE AGENT FOR FAMILY & CHILDREN FIRST COUNCIL (FCFC)

#### A. FCFC PLACEMENT CONTRACTS

#### RESOLUTION

No. 23-03-06

Mrs. Ricks moved that the Board, in its capacity as Administrative Agent for Family and Children First Council (FCFC), authorize the Superintendent to enter into residential treatment provider contracts for SFY 2023-2034 upon request from FCFC. The motion, seconded by Mr. Cramer, was unanimously approved.

### VI. SUPERINTENDENT'S REPORT

Superintendent Kamlowsky commented that she and Mira Pozna attended a joint Superintendent/Business Managers two-day conference hosted by the Ohio Association of County Boards (OACB) centered primarily around the many issues involved with county boards, waiver rate increases and Medicaid match contributions. The group is working on a collective proposal to use local tax dollars to help bridge the gap between \$16.00 DSP wage component currently funded in the Governor's as-introduced budget bill and the \$20/hour the coalition is asking for. With all 88 county boards having different fund balances, levy cycles and local funding priorities, finding a middle ground all can manage without creating financial hardship has been a challenge. Additional updates will be provided, as available.

The Summit County Internal Audit Department has completed a performance and security audit of the Board's operations in which policies, procedures, processes, contracts and internal controls for the period August 21, 2021 to present were reviewed. There were a few minor issues noted and a plan has already been developed to address them. Superintendent Kamlowsky noted the Board has strong internal controls with no issues noted in the areas of revenue, purchasing and expenditures, payroll, grants and compliance with the Ohio Revised Code (ORC). This is a testament to the good management controls that are in place to oversee the use of taxpayer dollars as appropriate and transparent. Superintendent Kamlowsky thanked Mira Pozna and Russ DuPlain for their work during this process.

The bargaining team reached a tentative agreement with the WEA-I on a new labor agreement that will last through December 2025. Union members are scheduled to vote on the tentative agreement in the next week or so and if all goes well, this will be a topic for the Board in April.

MINUTES – combined work session and regular meeting  
Thursday, March 23, 2023

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

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

The Summit DD Community Appreciation Breakfast & Awards Ceremony will be held on Thursday, March 30<sup>th</sup> at Quaker Station beginning at 8:00 a.m. A large group of community stakeholders is expected, and we look forward to a great event.

### VII. PRESIDENT'S COMMENTS

Mr. Dohnal thanked all who were involved in working on the levy forecast. There is a long way to go with much work ahead but things are off to a good start. Mr. Dohnal commented he is confident the Summit County voters will support continuation of essential services to individuals supported by the Board.

Mr. Dohnal stated he is looking forward to the Summit DD Community Appreciation Breakfast & Awards Ceremony and noted for those who have not heard the keynote speaker, Jason Judy, it is a unique experience that should not be missed and it is a testament to the immense good the Board does to help improve the quality of lives of the people who are supported.

There being no further business, the Board Meeting adjourned at 5:56 p.m.

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Jason Dodson, Secretary